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NEW DELHI, WEDNESDAY, JULY 20, 1983/ASADHA 29, 1905

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate
compilation

MINISTRY OF LABOUR

NOTIFICATION

New Delhi the 18th July, 1983

S.O. 512(E).—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri G. Ramanujam and Shri R. P. Nevatia, Arbitrators in the industrial dispute between the employees in relation to the Cement Manufacturers' Association and their workmen represented by the Indian National Cement and Allied Workers' Federation which was received by the Central Government on the 14th July, 1983.

[No. L-29025/24/81-D.III.B]
S. S. BHALLA, Under Secy.

BEFORE
SHRI G. RAMANUJAM
AND

SHRI R. P. NEVATIA

(Arbitrators appointed under Sec. 10 A of the Industrial Disputes Act, 1947)

In the matter of
Industrial Dispute between
the Workmen in the Cement Industry

Represented by
THE INDIAN NATIONAL CEMENT &
ALLIED WORKERS' FEDERATION,
BOMBAY-4
AND

THE EMPLOYERS IN THE CEMENT
INDUSTRY

Represented by
THE CEMENT MANUFACTURERS'
ASSOCIATION,
BOMBAY-20

APPEARANCES*

FOR THE WORKMEN	FOR THE MANAGERMENTS
Bar. C.L. Dudhia I.N.T.U.C. Shri H.N. Trivedi I.N.T.U.C. Shri I.M. Mohinudeen Shri N. Nanjappa Shri D.S. Vasavada For NLO (General Secy). Shri S.M. Dharap and Shri Indra Bahadur Singh For BMS Shri P.K. Dubey and Shri Deokinandan Panday For Rohtas Quarries Mazdoor Sangh	<div data-bbox="1233 286 1445 329" data-kind="parent" data-rs="2">For Cement Manufacturers Association</div> <div data-bbox="794 269 1077 355"> Shri F.N. Kaka Shri S.R. Parakh Miss Roshni Andhyarujina </div> <div data-bbox="794 398 1204 636"> Shri Govind Das For Parshva Mining & Trading Co. Ltd. & Rohtas Industries Ltd. Shri D.K. Agarwal For Rohtas Industries Ltd. Shri Khambata For Makers Development Service Pvt. Ltd. Shri K. Jayaraman For <ol style="list-style-type: none"> 1. Trans Concrete Sales 2. Commercial Carriers Shri Vedanthan Srinivasan For <ol style="list-style-type: none"> 1. Krishna Mines 2. Krishnamoorthy Transports 3. Nellai Transports 4. Agricultural Farms Ltd. Shri N. Krishna For Kalyanpur Lime & Cement Works Ltd. </div>

*Appearances in regional hearings are in Annexure VIII.

AWARD

The Government of India in the Ministry of Labour published in Part II—Section 3—Sub-Section (ii) of the Gazette of India dated 1st January, 1982 the agreement to refer to Arbitration under section 10A of the Industrial Disputes Act, 1947, between the Cement Manufacturers Association, Bombay, representing the employers in the cement industry in the country, hereinafter called the CMA, and the Indian National Cement and Allied Workers Federation Bombay-4 representing the workmen employed in the cement industry in the country, hereinafter called the Federation. By the said agreement, they referred the several disputes between them for Arbitration by this Board. The list of 35 demands, with several sub-demands, which gave rise to the disputes and this reference constituted the issues for Arbitration and these were also published in the said Gazette as enclosure to the said agreement. The said gazette publication is marked as Annexure-I.

2. Following the aforesaid publication by the Government of India a notification dated 6th January 1982 in pursuance of Sub-Section 3A of Section 10A of the Industrial Disputes Act, 1947 was made by the said Government. This notification stated that the Central Government is satisfied

that the persons making the reference represent the majority of each party. The said notification informed all the employers and the workmen who are not parties to the arbitration agreement but who are concerned in the disputes that they shall be given an opportunity of presenting their case before the Arbitrators. This second notification is marked as Annexure II.

3. The Arbitration agreement required the Arbitrators to make their Award within a period of six months from the date of publication of the agreement in the Official Gazette i.e. from 1st January 1982. If further time was required, there was a provision in the Arbitration agreement that it can be extended by mutual agreement between the parties. The parties extended the period thrice by mutual agreement; and the last of such agreements provided that the Arbitrators shall give their award before 30th of September 1983. The agreements providing for such extensions are marked as Annexure III series.

4. The first meeting of the Board was held in Bombay on 8-2-1982 when the Board settled the time-table for its work in consultation with the parties. As in the earlier Arbitration, the parties agreed that the Board's office may be located in the CMA premises at Bombay. The CMA's headquarters have since moved to Delhi and so was the

Board's office. The CMA was good enough to spare the services of Shri V. J. Tamhane, as Secretary to the Board. It also extended other secretarial assistance.

5. Notices for all meetings were given to all the major Trade Union-Centres as in the last Arbitration. The B.M.S. and N.L.O. attended the sittings and submitted their written statement in addition to the Federation on behalf of their affiliates all over India. Several other unions such as those who were affiliated to other National Trade Union Centres and independent unions also participated in the proceedings.

AICWF WRIT PETITION

All India Cement Workers Federation (AICWF) filed a writ petition in the Karnataka High Court on 10-2-82, praying, inter alia, for staying the proceedings of the Arbitration Board. By the writ petition the AICWF challenged the constitutional validity of section 10A (3A) of the I.D. Act. The AICWF also raised several other contentions challenging the propriety of the Government in making the reference to Arbitration in terms of the arbitration agreement. Pending the disposal of the above-said Writ Petition, the High Court passed an ex-parte interim order on 15-2-1982 that the operation of the Government Notification dated 1-1-1982, 6-1-1982 be stayed for a period of two weeks from 15-2-1982.

The CMA and the Federation contested the writ petition and the High Court of Karnataka vacated on 20-4-1982 the interim order of stay granted on 15-2-1982, observing that the Arbitrators are at liberty to proceed with the Arbitration of disputes particularised under the agreement in accordance with law, and it was open to the AICWF to file its statement of claims before the Arbitration Board within four weeks from 20-4-1982. The AICWF did not file its written statement as observed by Karnataka High Court and it did not participate in the proceedings before Arbitrators although invited for every sitting of the Board. We understand these writ petitions have not yet been finally disposed off by the Karnataka High Court. The CITU also did not submit any written statement in support of the demands and they did not participate in the proceedings although invited for every sitting of the Board.

6. The parties stated that they had no objection to any party being represented by legal practitioners and accordingly legal practitioners were allowed to represent the parties if they so desired.

7. The CMA was represented by Shri F. N. Kaka assisted by Miss Roshni Andhyarujina and Shri F. Parekh. The Federation was represented by Shri C. L. Dudhia and Shri H. N. Trivedi. Shri

I. M. Mohinudeen in the earlier stages and later by Shri N. Nanjappan. These were the main spokesmen for the respective sides, but a large number of others also represented parties from both the sides. The details of such appearances will be found elsewhere.

PRELIMINARY SITTINGS

8. It was decided at the preliminary sitting of the Board that the Indian National Cement and Allied Workers' Federation (INCAWF) and other central trade unions desirous of making representations, namely All India Trade Union Congress (AITUC), Centre of Indian Trade Unions (CITU), Bharatiya Mazdoor Sangh (BMS) and National Labour Organisation (NLO) on behalf of their affiliates in the cement industry, will submit 150 copies each of their written statement of justification of the demands under Arbitration to the Secretariate of the Arbitration Board at Express Building, 1st Floor, Opp. Churchgate Railway Station, Bombay 400 020. The Board will hand over the requisite number of copies to the CMA immediately.

9. The Cement Manufacturers Association (CMA) on behalf of its constituents (the cement industry in the country) will file with the Board's Secretariate at the above address 150 copies of its written Counter Statement to the written statements of labour unions by 31st March 1982. The secretariate of Board ensured that copies of these counter statement were sent to the Federation and other unions interested in the proceedings.

10. Such of those registered trade unions in the industry as well as those cement employers, if any, who were not parties to the Arbitration Agreement, were also requested by the Board to place their points of view in writing before the Board before 5th March 1982 and 31st March 1982 respectively.

11. The INCAWF i.e. the Federation, and other Trade Union Centres and other Trade Unions interested were to be given two weeks time to file their rejoinder to the CMA's Counter Statement, if they so desire.

12. Both the parties agreed that apart from the collective representation, both on behalf of the CMA and the Federation by their respective counsels, individual trade unions/centres and managements are free to make their representation and supplement the arguments before the Board by themselves or through their respective counsels if they so desired.

13. The CMA agreed to pay or cause to pay TA and DA for twenty representatives of the Federation and a limited number of representatives to every central trade union organisation desirous of making representations at the time of general

hearing by the Board and also for preparation of the written statement|replies|arguments, etc.

14. Both the parties agreed that there was need for the Board to have regional sittings, as during the earlier reference, to facilitate employers and workmen to highlight any local or unit problems that have a bearing on the issues under Arbitration. Employers agreed to inform the workmen in their respective establishments of this arrangement through announcement in their notice board. Employers were good enough to elieve two representatives from each registered trade union which wanted to appear before us and bear their TA and DA to enable them to attend the regional hearings. The persons and organisations who appeared before us at the regional hearings are in Annexure VIII. A tentative agreed time-table was drawn up for such regional hearings. These dates however had to undergo certain changes but always with consent of the parties.

15. The Board held 28 days public sittings and eight days private sittings and the details of these sittings are in Annexure IX.

INTERIM RELIEF

16. Following written submissions, counters and rejoinders over the issues in dispute, the Federation pressed its demand for an interim relief. The Federation urged that the proceedings are bound to take quite some time, and therefore its claim for an interim relief should be considered favourably.

17. Demand No. 33 of the Charter of Demands raised by the Federation relates to Interim Relief and it reads as under :

“All employees shall be paid Rs. 350/- per month from 1-10-1981 interim relief”

18. In the statement of justification the Federation stated that since the last Award prices have risen steeply and consequently workers have been put to serious hardship. The Federation also submitted that the Arbitration proceedings are bound to take more than a year to complete, as the agreed time-table by the parties themselves would show. The Federation added that there is a tremendous unrest among the employees who are greatly agitated over the demand for interim relief. That the partial decontrol of cement has greatly boosted the industries capacity to pay and the CMA should not therefore object to a substantial interim relief to the workers. The BMS and NLO, whose representatives participated in the proceedings, concerned with the Federation and supported this demand.

19. The CMA opposed the demand for any interim relief and stated that no case has been made out for grant of any interim relief, and added that since the arbitration proceedings are time-bound and it was expected to be over within six months, there was no need for any interim payment. The CMA further contended that the industry is providing neutralisation at Rs. 1-30 per point, which should provide full neutralisation of any rise in the cost of living. The CMA therefore pleaded that the Board should not concede that there has been any erosion.

20. The CMA, however, conceded the Arbitrators' jurisdiction to give interim relief by way of an interim award if they are convinced that a proper case has been made out on merits. The CMA's contention, however, was that no such case has been made out. The CMA further stated any interim relief if granted should not approximate to the total relief which workmen may be entitled to under the final award.

21. While we were seized of this interim relief demand the Government of India partially decontrolled the sale of cement with effect from 28th February, 1982. The said order is marked as Annexure IV. According to this order, production upto 66.6 per cent of the installed capacity of established units will have to be sold at the levy price and any excess production over the said 66.6 per cent was allowed to be sold in the free market. In the case of new units the free market share was the excess over 37.5 per cent in the first year, 42.5 per cent in the second year, 50 per cent from the third year of production of installed capacity. Concession was also extended to the sick units enabling production in excess of 50 per cent of installed capacity to be sold in the free market. Factories affected by powercuts were also given some relief.

22. With the partial decontrol of cement, the picture of the Industry's capacity to pay changed substantially, even though the benefit accruing to the industry, as a result of partial decontrol, was mainly intended for augmenting its resources for purposes of modernisation, rehabilitation and expansion.

23. The Board held a special hearing on the demand for interim relief at Bombay on 27th and 28th April, 1982 and gave its interim award on 7th May 1982, granting an increase of Rs. 80/- per month per worker with effect from 1-1-1982 for all workmen. This interim increase of Rs. 80/- was not to be treated either as basic or as DA, but the said sum was to partake the nature of both and qualify for all statutory and other benefits. The interim award was published by Government of India in the official Gazette dated 15th May 1982. The interim award is marked as Annexure V.

Federation's Statement of Justification

24. The Federation in its written statement of justification dated 5th March 1982 said :

"that it represents nearly 90% of the workers working in the cement industry, namely, in the factories, quarries and offices etc. throughout the country; that its nominees were the sole workers representatives on the first and second wage board for the cement industry and that it continues to be the representative organisation of the workers in the cement industry."

The statement went on to give a brief history of wage movement in the Cement Industry and said that because of its efforts :

An item relief of Rs. 25 per month was granted by the Prime Minister, Smr. Indra Gandhi in '72. Shri Raghunatha Reddy, the then Union Labour Minister, gave an award in 1973 fixing the minimum wage for unskilled workers at Rs. 295-10 per month based on the All-India Consumer Price Index No. 227 (1960 base). The said award gave Rs. 1-30 per point as D.A. for every point rise over the said index Number 227.

An agreement was reached in respect of revision in basic pay-scales, weightage, fitments, dearness allowance etc., but parties could not reach any agreement on the issue of the date from which the agreement was to be brought into effect.

The then Union Minister for Industries, Shri T.A. Pai intervened and the parties agreed on the date from which the agreement is to be given effect, viz. on 15th September, 1973.

In view of retrospective effect the workers accepted a lumpsum payment of Rs. 450 each.

25. The statement thereafter passed on to refer to the circumstances under which the first Board of Arbitration was set up again on the initiative of the Federation. The First Board of Arbitration, consisting of the same arbitrators as in the present reference, gave an unanimous award on 26-1-78 and the award was to remain in force for three years from 1-10-1978. At the expiry of the period of the said award, the Federation terminated the award by giving two months' notice and submitted a fresh charter of demands on 30-9-81. These demands were subsequently amended and an amended set of demands was submitted on 30-10-81 which are now before us for Arbitration.

26. The amended set of demands are :—

COVERAGE

Demand No. 1

All following employees shall be covered by the charter of demands as detailed below effective from 1-10-1981 :

- (a) All employees—full-time, part-time, seasonal, permanent, temporary, probationer, casual, NMR, Trainee, Apprentice, Contract Labour and others,
- (b) All employees working in new and old cement factories and manufacturies, Mines, Offices, Colonies, Schools, Lifts and Recreation Clubs etc.,
- (c) All employees working in the limestone, Lime Kankar, gypsum, latrite, churt and marine-labour and all employees in mines leased by the Government directly or lease obtained by the contractor,
- (d) All employees working in the Limestone Mines lease of which contained by third party but bulk quantity of the output consumed by the cement companies,
- (e) All employees working in brick or lime kiln owned by the or by their party but the bulk quantity of the product is consumed by the cement companies,
- (f) All employees working in the lorries, trucks, trailers, etc. owned or hired by the Company or by the third party used for the transport of cement, lime-stone, bricks, lime, slag, gypsum, sea-sand and fly-ash etc.

Minimum Emoluments :

Demand No. 2

Minimum total emoluments for an unskilled employee shall be Rs. 1,000-50 P. per month by dividing it as under :

Basic wages	Rs. 520 00
Dearness allowance for index No. 435 @ 2.30 per point over and above index number 260 of All India Consumer Price Index (Base-1960-100)†	Rs. 402.50
House rent allowance	Rs. 78.00
	Rs: 1,000.50

SCALE OF PAY

Demand No. 3

The following scale of pay shall be introduced.

'E' 520-10-620-12-740

'D' 533-12-653-13-783

- 'C' 559-15-709-17-879
- 'B' 598-18-778-20-978
- 'A' 650-25-900-30-1200
- 'PC' 540-12-660-18-790
- 'I' 560-15-710-880
- 'II' 580-18-760-20-960
- 'III' 600-20-800-22-1020
- 'IV' 650-25-900-30-1200
- 'V' 670-27-940-32-1260
- 'VI' 700-30-1000-35-1350
- 'VII' 725-35-1075-40-1475.

DEARNESS ALLOWANCE

Demand No. 4

Over and above 260 points of All India Consumer Price Index (Base—1960=100) Rs. 2.30 per point shall be paid as D.A.

HOUSE RENT ALLOWANCE

Demand No. 5

House Rent Allowance shall be paid on the following rates :

- 'E', 'D' and 'TC' Grades—Rs. 78 per month.
- 'C', 'B' and I & II Grades Rs. 91 per month.
- 'A', 'III' IV, V, VII Grades—Rs. 104 per month.
- VII Grades—Rs. 115 per month.

ADDITIONAL DEARNESS ALLOWANCE

Demand No. 6

15 per cent of basic wages shall be paid as additional dearness allowance to all the employees except those in 'E' grade.

GUARANTEED INCREASE AND ADJUSTMENTS

Demand No. 7

All employees shall given a salary increase of not less than Rs. 350 per month as guaranteed increase. The guaranteed increase shall be added to the existing total emoluments as on 30-9-81 consisting on basic wages, dearness allowance, addl. dearness allowance, house rent allowance and award increase and worked into the new basic wages, dearness allowance, additional dearness allowance and house rent allowance. If the basic wage of any employee falls below the minimum of the new grade as a result of such reworking, his basic wage shall be brought up to the minimum of the grade applicable. If the new basic wage falls in between the two steps in the revised demanded grades applicable as a result of reworking of the basic wage, it shall be

brought up in the next higher pay step of the new grade.

After arriving at the new basic wages as mentioned above one increment of new scale for every two years of service shall be added in the basic wages as service weightage.

HOUSE RENT RECOVERY

Demand No. 8

House rent for the quarters provided by the Company may be recovered on the following basis :

- | | |
|---|---|
| (a) For quarters roofed by tiles, sheets, leaves without electricity-do-do-with electricity | Rs. 5 per month or the existing which ever is lessf Rs. per month |
| (b) Two-room quarters with latrine, Kitchen, bathroom (one room tenement) without electricity-do-with electricity | Rs. 25 per month
Rs. 30 per month |
| (c) Two-room quarters with latrine, bath-room and Kitchen without electricity-do-with electricity | Rs. 40 per month
Rs. 45 per month |
| (d) Other bigger quarters with kitchen, bath-room, latrine, store-room, veranda but without electricity-do-with electricity & Fans in two rooms | Rs. 60 per month
100% deduction |

NOTE : No deduction shall be made for electricity and water supply. Whenever lesser rent is recovered than mentioned above, that shall be continued, and whenever better facilities are provided they shall also be continued.

UNIFORMS

Demand No. 9

- (i) All employees shall be supplied with four pants and four shirts—two full-sleeves and two-half-sleeves. Two pants and two shirts shall be terry-cotton every year.
- (ii) All employees who are engaged to work on the jobs on piece-rate system at mines, etc. shall be given uniform like other piece-rated employees of parking plant and coal gangs.
- (iii) Shoes.—All employees shall be supplied with two pairs of shoes every year.
- (iv) Rain-Coats.—Quality rain-coats should be supplied to all employees who have to move in open during monsoon, particularly the employees of electrical department, quarries, sweepers, drivers, dragging operators, cleaners, working on shoval and dumpers, heavy vehicle operators, gangmen, silon attendants, lab., staff, pump attendants, etc. every alternative year.
- (v) Woollen Jersies.—Quality woollen jersies should be supplied to all employees

working in sanitation department, quarries, heavy vehicle operators and their mazdoors and helpers, car and truck drivers etc. every alternative year.

- (vi) Helmets.—All the employees who work in departments which are accident prone shall be supplied with helmets.

HEAT ALLOWANCE

Demand No. 10

All employees working in kiln section, coal mill, boiler house, foundry, smithy-shop, steam loco, welding shop, slag factory, noduliser plant, cement mill shall be paid heat allowance at the rate of 10 per cent of total salary per month.

DUST ALLOWANCE

Demand No. 11

All employees working inside the factory and limestone quarry, mines, including sanitation department shall be paid dust allowance at the rate of 10 per cent of total salary per month.

WASHING ALLOWANCE

Demand No. 12

All employees shall be paid Rs. 20 per month as washing allowance to wash uniforms etc.

LEAVE TRAVEL ALLOWANCE

Demand No. 13

One month's total emoluments shall be paid to every employee once a year as leave travel allowance, unconditionally. It shall be allowed to be accumulated upto 3 years.

LEAVE FACILITIES

Demand No. 14

- (a) 30 days privilege leave, with full pay and allowances shall be given to each employee every year without any condition.
- (b) 15 days casual leave with full pay and allowances shall be given to each employee every year without any condition.
- (c) 21 days sick leave with full pay and allowances shall be granted to each employee every year unconditionally and it shall be allowed to be accumulated without any limit. No medical certificate shall be insisted upon by the employer for sick leave period of upto 6 days.
- (d) 5 days paternity leave with full pay and allowances shall be granted to each employee whose wife gives birth, to attend to his children and house-hold affairs.

- (e) Unavailed privilege leave, casual leave and sick leave shall be allowed to be encashed.

- (f) while sanctioning privilege leave, intermittent Sundays to be excluded, as for the case of daily paid operatives.

FESTIVAL/BANK HOLIDAYS

Demand No. 15

All the employees shall be given all bank holidays with full salary.

BREAD AND TEA/COFFEE

Demand No. 16

One full bread and Tea/Coffee shall be supplied free of cost to all the night shift (second and third shifts) workers every day.

ACCIDENT

Demand No. 17

During the period of absence due to accident while on duty, the employee concerned shall be paid full salary.

MEDICAL BENEFITS

Demand No. 18

Full reimbursement of the medical bills of the employee concerned and his family members shall be made.

EDUCATION ALLOWANCE

Demand No. 19

For the children of the employees studying outside in High School or Colleges, the employees shall be given Rs. 100 per month, per child.

CONVEYANCE ALLOWANCE

Demand No. 20

All employees who have to report for work in factory or quarry or at the water pumping station, magazine or any other place where they are detailed to work shall be paid Rs. 20 per month as conveyance allowance.

HOUSING ADVANCE

Demand No. 21

Every employee shall be given an advance equivalent to his 40 months' salaries, free of interest, for the construction of his house. The recovery of the amount would be made in 160 monthly instalments.

PENSION SCHEME**Demand No. 22**

Pension scheme as under shall be introduced for all employees :

- (a) For employee who dies after ten years of service, an amount equal to half-a month total salary and in case of death after completing 20 years of service, an amount equal to 75 per cent of the monthly total salary shall be paid as monthly pension to his wife until her death or remarriage. If the wife of the deceased member is not alive, the amount of pension shall be given to the minor children of the deceased employee till they attain the age of 21 years.
- (b) If an employee retires or resigns from services after serving the company for 20 years, an amount equal to half-month's total salary and in case of retirement or resignation after 30 years of service an amount equal to 75 per cent of total monthly salary shall be paid every month as pension to him till his death.
- (c) The company shall guarantee employment to at least one son or daughter of the employee of the company and in case of fatal accident the son/daughter shall be given an employment immediately.

ACTING ALLOWANCE**Demand No. 23**

When an employee works in place of another employee who is in higher grade or post the difference in the pay of the employee concerned with a minimum of 10 per cent of the total salary of the employee who is acting shall be paid as acting allowance to the employee who acted/officiated. The acting allowance shall be paid to an employee even if he acts/officiates for a day in a higher post or grade.

Demand No. 24

No contract labour shall be allowed to work inside the factory or the mines, or on the repair job of the roads of the mines or the connecting road where the company's dumpers and truck ply to feed lime-stone to crushing plant.

HEAVY DUTY ALLOWANCE**Demand No. 25**

All the operators of Dozer, Truck, Lorry, Bus, Dumpers, Fork-lift Truck, Shovel, Halco Drill, Loco Crane or any other heavy earth-moving machinery shall be paid heavy duty allowance at the rate of Rs. 52 per month.

CITY ALLOWANCE**Demand No. 26**

Those factories, quarries and offices which are situated near cities shall pay to their employees 10 per cent of their salary as city allowance every month.

NOMENCLATURE**Demand No. 27**

Nomenclature and fitment of grades should be upwardly revised in consultation with the Federation.

SKILLED ARTISANS**Demand No. 28**

All the skilled Artisans shall be given promotion to the next higher grade after every 5 years of working in the grade.

CEMENT AT CONCESSION**Demand No. 29**

For building or repairing the house of the employees, they shall be given upto 200 bags of cement on concessional rate at a discount of 50 per cent of the ex-factory price.

GRATUITY**Demand No. 30**

One month's total salary including house rent allowance shall be paid (last drawn) to all employees as gratuity for each year of service. The payment shall be made within a month from the date of leaving the service without any ceiling and with full interest on the gratuity amount.

PROVIDENT FUND**Demand No. 31**

Provident Fund contributions both from employer and employees shall be 10 per cent of the total salary.

LOANS FOR VEHICLES**Demand No. 32**

Loans for purchase of vehicles should be given with liberal terms in consultation with the Federation.

INTERIM RELIEF**Demand No. 33**

All employees shall be given Rs. 350 per month from 1-10-1981 as interim relief.

EFFECT**Demand No. 34**

The above demands shall be given effect from 1-10-1981.

GENERAL

Demand No. 35

- (i) All the existing employees shall be brought under monthly paid system with all consequential benefits.
- (ii) All employees shall continue to get their existing rights, benefits and privileges etc.

27. Continuing, the Federation added that on the failure of the negotiations between the Federation and the CMA over the charter of demands referred to above, the parties agreed to refer all the demands to a Board of Arbitration consisting of Shri G. Ramanujam and Shri R. P. Nevatia under section 10A of the Industrial Disputes Act under an agreement dated 4-12-81 subsequently published in the Gazette of India as stated earlier. The Gazette publication included the Charter of Demands as originally made on 30th September, 1981 as also the amended set of demands submitted on 30th October, 1981. This was followed by another notification by Government of India under sub-séc. 3(A) of Section 10A of the Industrial Disputes Act to enable others concerned in the dispute to be given an opportunity for presenting their case.

28. The statement thereafter dealt with the economy of the cement industry and emphasised the view that the industry has a bright future. The Federation sought to reinforce its statement by reference to elaborate statistics and some observations said to have been made by Dr. Ghosh's Committee, including its recommendations for an increase in the average price by Rs. 70 to Rs. 80 per tonne. The Committee the statement added, also recommended that the manufacturers who are utilising more than half of the capacity be allowed to sell a quarter of their output in the free market. The Federation called the Committee's proposals as pragmatic and that such pricing and distribution of cement, if accepted by the Government, will give a shot in the arm to the industry.

29. The Federation further pointed out that there is considerable scope for export of cement. The international price of cement is much higher than the retention price of cement allowed in India. It also pointed out that the tremendous shortage of cement in the country forced the Government to import cement at a higher price than the domestic price.

30. The Federation stated that on account of the shortage of cement supplies, there was an ever increasing blackmarket in cement even with a 100 per cent control. It quoted, the Chairman of the ACC as saying at the 44th Annual General Meeting of ACC that "the black market premium

is as high as 200 per cent to 300 per cent." It also cited a report in 'The Times of India' dated 27-7-81 that the premium ranges from Rs. 60 to Rs. 100 per bag of 50 kgs. which should cost only Rs. 26—63 plus the Local Taxes, as the fixed rate. It further stated that the price policy was neither beneficial to the consumer nor to the Government nor to the industry which is denied the benefit of higher price, which, if given, would have resulted in higher profits and thereby making more resources available for modernisation and expansion of the cement industry in the country.

31. The Federation added that in view of the new policy announced by the Government there would be a very great momentum in the establishment of new capacity in the cement industry and better productivity in the existing plants. The impact of the Government notification allowing partial decontrol has been the substantial improvement of industry's capacity to pay. The relevant Government order is in Annexure IV.

32. This order appears to be the result of the Government's decision on the recommendations of the Ghosh's Committee. This policy decision of the Government of India regarding partial decontrol has no doubt improved substantially the prosperity of the industry. But the Federation's written statement did not make any elaborate reference to it. Obviously the Federation had finalised its statement earlier and inserted subsequently just one sheet for a brief reference to the partial decontrol.

33. But the Federation's main burden of argument was the unprecedented prosperity enjoyed by the Industry consequent on the introduction of dual pricing system. In the course of the Federation's argument, it made frequent references to the increased capacity of the industry on account of the partial decontrol, with cement selling, according to the Federation, order Rs. 80 per bag of 50 Kg. in the free market.

Mini Cement Plants

34. The Federation's written statement stated that in the case of mini cement plants (composite plants including clinkering and grinding operation upto 66,000 tonnes per annum capacity), the Government has set them free from the price and distribution control and therefore they too enjoy this huge prosperity and therefore they too have abundant capacity to meet the workmen's demands.

35. Finally the Federation submitted that the increase in the cost price of cement on account of the demands made by the Federation would be negligible and should pose no problem at all to the industry. The Federation further stated that workers in the cement industry had given full co-operation to the management in increasing production and they will continue to do so if justice

is rendered to them. The Federation also pointed out that the loss of production due to labour trouble in the cement industry was nil during the last many years and therefore also wanted the demands to be conceded to encourage constructive trade unionism in the industry.

36. The National Labour Organisation (NLO) and the Bharatiya Mazdoor Sangh also submitted their written statement of justification of the Federation's demand, supporting the demand of the Federation.

CMA's Counter Statement

37. The CMA filed an elaborate counter statement to the statement of justification submitted by the Federation, the NLO and the BMS.

Briefly put, the CMA's counter stated :

"That the country's economy is passing through considerable stress and strain and that the prices continue to hover around the high plateau reached by them in 1981.

That the Consumer Price Index for the country as a whole is the All-India Consumer Price Index.

That any sharp increase in wages would only serve to act as a cost-push inflation to the economy. That there is need for exercise of prudence both on the wage and price front.

That the arbitrators should bear in mind the National economic situation while deciding the demands of the workmen.

38. The CMA further observed that there has been no substantial change in circumstances since the earlier arbitration award to justify any upward revision in the scales of pay and dearness allowance, etc.

39. Thereafter, the CMA's statement also traced the wage history in the cement industry, beginning from the First Central Wage Board. The CMA believed that the levels of fair wage will also grow with the growth and development of the national economy and the progress made by the industry. It claimed that the present wages paid by the industry was touching the upper limits of the fair wage.

40. The CMA said that the installed capacity as on 31-1-82 was about 27 million tonnes and that an additional 7.5 million tonnes of new capacity was expected to be recommissioned during 1982-83 making the total 34.5 million tonnes. The CMA cited various constraints in operation in improving production capacity, such as persistent and serious power cuts.

41. The earlier part of the counter statement of the CMA was based on the pre-partial de-control situation and therefore is not quite relevant to today's changed conditions.

42. The CMA also referred to the Gosh Committees recommendations which ultimately led to the partial decontrol of the cement industry. The CMA expected the selling price per bag to be less than Rs. 55 in the free market. It also emphasised the need for modernisation of the industry by converting the wet process into the dry process. It wanted us to consider the cost of modernisation and provide for the same.

43. The CMA assessed that the demand for interim relief of Rs. 350 per worker per month, would account for a price increase of Re. 1 per bag approximately. We have kept in view this assessment by the CMA.

44. Written rejoinder to CMA's counter were also filed by the Federation and others. They naturally opposed the stand of the CMA in general and in respect of every demand in particular and justified their original stand.

45. The Federation asked for certain information and copies of Balance Sheets of Cement Companies for the last ten years. On our suggestion, that the Balance Sheets required to be submitted should be limited to the last five years, was accepted by the parties and these were furnished to them.

46. The Federation's first demand relates to coverage by our award which reads as under :

COVERAGE

All following employees shall be covered by this Charter of Demands as detailed below effective from 1-10-1981.

(a) All employees full-time, part-time, seasonal, permanent, temporary, probationer, casual, NMR, Trainee, Apprentice Contract Labour and others.

(b) All employees working in new and old Cement Factory, and mini-factories Mines, Offices Colony, Schools Lifs and Recreation Clubs etc.

(c) All employees working in the Limestone, Lime Kankar, Gypsum, Latrite, Churt and Marine-Labour and all employees in mines leased by the Govt. directly or lease of obtained by the cement companies.

(d) All employees working in the lime-stone Mines leases of which obtained by third party but bulk quantity of the output consumed by the cement companies.

(e) All employees working in brick or lime kiln owned by the company or by third party but

the bulk quantity of the product is consumed by the cement companies.

(f) All employees working in the lorries trucks, trailers etc. owned or hired by the Company or by the third party used for the transport of cement, lime-stone, bricks, lime, slag, gypsum, sea-sand and fly-ash etc.

47. Although the list looks formidable, in essence the Federation wants certain class of workman to be brought specifically within the scope of our award. In particular, reference was made to be labour employed in Parshva Properties Ltd., subsequently called Parshva Mining and Trading Company supplying limestones to Rohtas Industries Limited and the workmen employed in the agricultural Farms at Talaiyuthu, Tamilnadu and the Krishna Mines, supplying limestones to India Cements Limited, Talaiyuthu.

48. The Federation also wanted to specifically cover workmen employed by transport contractors in the ACC, India Cements, and elsewhere where the raw material from mines to the factories are transported by trucks by contractors, the labour under whom was not getting the benefits under our earlier award. These matters were subjected to a prolonged, and special hearings at Bombay, Hyderabad and Jamshedpur.

49. At the beginning of the general hearing the question of coverage was raised by both the sides. After some argument there was a general agreement between the parties before us to the effect that all those categories of employees whether working in the various units in the country now or those to be set up in the future—(including factories, mines, contract labour and transport and offices)—covered by the First Wage Board for Cement Industry (1959) should also be covered by our award in the present reference.

50. It is therefore necessary to reproduce the relevant extract from the First Wage Board for Cement Industry in this regard :

13.1.1 Our recommendations should apply to workers employed at the cement factories and at the lime-stone quarries owned by the cement producers or supplying the bulk of their output to cement factories, and to workers employed by the cement producers in the transport of lime-stone from the quarries to the factory. They should similarly apply to workers employed at places where calcareous sand or shells are collected and clay is excavated, and to workers employed by the cement producers in transporting these raw materials to the factory.

13.1.2. Our recommendations should apply to workers employed directly or through

contractors. Our recommendations do not cover workers employed by contractors where such workers are engaged on construction work and on purely temporary jobs, not connected with the manufacturing process.

13.1.3. Our recommendations should apply to all cement factory (and to the quarries, etc. mentioned in para 13.1.1) throughout India whether the factories are already in production or will come into production in future.

51. Thus the agreement between the parties before us covers practically the whole lot of workmen employed in the industry. Therefore we are happy that the major part of the problem relating to coverage has thus been solved by agreement and we award accordingly.

52. The Federation stated that some of the employers who had agreed to be treated as a part of the cement industry in the earlier stages are now trying to wriggle out of that position in order to evade implementation of the Award of the Board of Arbitration. Some of them had not implemented either the increase announced by the Prime Minister in 1972 and or the Award given by the then Labour Minister of the Government of India Shri K. V. Raghunatha Reddy or the decision of Shri T. A. Pai, who was the then Industries Minister. The Federation wanted that all these employers should be made to be bound by our Award in the present reference by our expressly saying so.

53. In our regional hearings, there were complaints from workers from certain factories about non-implementation or unsatisfactory implementation of our earlier award in certain respects, as well as previous awards and recommendations. We have made it clear to them, and we would like to repeat, that implementation is not our responsibility and parties may approach the appropriate forums for seeking redressal of their grievance in respect of non-implementation or unsatisfactory implementation even if it be of our own award.

54. In respect of coverage of employees working in the two companies engaged in quarrying limestone for the two cement companies in Bihar and Tamil Nadu, namely Parshva Properties Limited in Bihar and Agricultural Farms Ltd. Tamil Nadu, the first Wage Board had unanimously observed as follows :

12.3. Limestone is the principal raw material for cement factories. Most cement Companies own their quarries, and workers employed in lime-stone quarries supplying the bulk of their output to cement factories may properly be consi-

dered as workers engaged in the Cement Industry. It should not make a difference if the ownership of the limestone quarry is separated from the ownership of the cement factory to which it supplies limestone.

55. Having stated the general principle as above, the First Wage Board dealt with the case of Parshva Properties Ltd. which is now known as Parshva Mining and Trading Co. Ltd., and which was formerly known as Dalmia, Jain & Co. Ltd., in para 12.5 of its report along with the Agricultural Farms Ltd. Its unanimous recommendations in regard to these two companies are contained in para 12.6. We reproduce the relevant paragraphs of the report below :

12.4 "Parshva Properties Ltd. (formerly known as Dalmia, Jain & Co. Ltd.) has its quarries at Murli and Chutta, near Banjari, some 30 miles from Dalmianagar. The following information was given by the local Manager when the Board visited the quarries. At Murli the number of employees is 1,200 to 1,300. All labour is engaged on piece-rates. In the quarry at Chutta, it was learnt that about 1,200 workmen were employed through 45 contractors. It was stated to us that it was proposed to abolish contract labour there from 31st May 1959. Over 90% of the output of the quarries owned by Parshva Properties Ltd. is supplied to the Rohtas and Ashoka Factories at Dalmianagar, both under the management of Messrs. Sahu Jain Ltd."

12.5. "The Agricultural Farms Ltd. has its limestone quarries about 4 miles from the factory of India Cement Ltd. at Talaiyouth. It employs about 500 workmen almost all of whom are unskilled. Stone-breakers are given a consolidated wage of Rs. 1-8-0 (1.50) per day, while workers engaged in loading, earthwork and trimming are paid Rs. 1.20 (consolidated). There are 120 women workers who are paid Rs. 1.20 per day. The total production is 20,000 tonnes a month. It was stated to us by one of the Directors of the Co., who showed us round the quarry, that 85 per cent of the limestone is supplied to India Cements Ltd., and the rest to local kilns and a carbide factory. The price at which the limestone is supplied to India Cements Ltd. is fixed by Shri Kruse, Manager of the factory of India Cements Ltd., on the basis of the quarrying costs in the Company's own quarry. The period of the agreement is 3 years. The Company has other agricultural properties which are leased out on an annual rent of about Rs. 1,000. This

is the only income of the Company from its agricultural lands, most of which are not cultivated. Of the workmen at this quarry, 120 are engaged directly by the Company and the rest through 14 contractors. There is no Union at the quarry."

12.6. "Subsequent to our visit, a copy of the questionnaire was sent to both these companies. They were also informed about the date of hearing, but they have not replied to the questionnaire nor made appearance. We recommend that the wage structure prescribed by us should also apply to the workmen in the limestone quarries of the Parshva Properties Ltd. and to the limestone quarries of the Agricultural Farms Ltd., who are supplying the bulk of their output to the cement factories at Dalmianagar and Talaiyuthu respectively."

56. Shri Dudhia for the Federation argued that there should not be any problem in covering the workers employed by the Parshva Properties Ltd. now known as Parshva Mining and Trading Company as also the workers employed by the Agricultural Farms Ltd., which is supplying the bulk of its limestone to India Cements Ltd., since these were covered by the First Wage Board by means of unanimous recommendations. Shri Dudhia added that must be permitted to point out here that one of the members of the First Wage Board was Shri V. H. Dalmia representing the cement industry, who was a party to the agreement and that is how the recommendations were unanimous.

57. The Counsel for the management stated that in view of the fact the licence for limestone quarry is not in the name of India Cements Ltd., and the Agricultural Farms can sell its limestone to anybody it likes and not necessarily to India Cements only, the Agricultural Farms Ltd., should not be compelled to pay the wages and other benefits awarded by the arbitrators for the cement industry.

58. It was pointed out by the Federation that this was the same position even at the time of the First Wage Board. The Federation therefore contended that this stand of the Management was not tenable as it would go counter to the unanimous award to which the employers were also parties. It was on record that the Agricultural operations of the Company hardly produced Rs. 1,000 per annum as income and that there was no other income except the income from the agricultural lands most of which were not cultivated. About 85 per cent of the limestone quarried are supplied to India Cements and the price fixed for the limestone supplied is on the basis of the quarrying cost in the Companies own quarries supplying to India Cements. This means that the Agricultural

Farms Limited is expected to pay its workers in its limestone quarry the same wages as are paid to the quarry workers working in the quarry owned by India Cements Ltd. Having accepted the same rate, it will not be proper for the Agricultural Farms Ltd. to deny the workers the same wages and other benefits under our Award as the quarry workers of India Cements are getting.

59. We are therefore convinced that the quarry workers in the Agricultural Farms Ltd. should get all the benefits given under our Award in the same manner as the quarry workers working in the quarries owned by India Cements Ltd., and we award accordingly. In saying this we are only falling in line with the unanimous recommendations of the First Wage Board in respect of coverage.

60. There was yet another demand by the Federation to include within the coverage of our Award, the workers of Krishna Mines who are also supplying limestone to India Cements Ltd. Krishna Mines are not specifically mentioned in the recommendations of the First Wage Board for Cement Industry. We have been informed that Krishna Mines also had implemented some of the earlier recommendations. Be that as it may. If Krishna Mines are paid on the basis of the quarrying cost of India Cements in their own quarries, then the same wages as in India Cement quarries will also have to be paid by Krishna Mines.

61. In regard to the workers employed by Parshva Properties Ltd. now known as Parshva Mining & Trading Co. Ltd., the Federation submitted that it was specifically covered by the First Wage Board. In the light of the general agreement that all employees covered by the First Wage Board should also be covered by the present reference, the workers of the Parshva Mining and Trading Co. could also be covered by our Award, the Federation added.

62. Shri Govind Das the learned Counsel for Parshva Properties Ltd. now known as Parshva Mining & Trading Co. Ltd., argued elaborately and questioned the very basis of the recommendation of the First Wage Board for the Cement Industry in this regard. He argued that merely because bulk of the limestone produced is being supplied to the cement industry, that should be no basis for compelling the Parshva Mining & Trading Co. Ltd. to pay its workers the cement workers' wages. Indeed, Shri Govindas insisted that the workers working in Parshva Mining & Trading Co., belong to limestone quarrying industry and not to the cement industry. Therefore, he wanted that they should be paid only the minimum wages fixed under the Minimum Wages Act for the limestone quarry workers.

63. Shri Dudhia appearing for the Federation contended that the Parshva Properties Ltd. and

Rohtas Industries Ltd., were all managed by the Dalmia Jain & Co., and the artificial creation of so many Companies by that management did not alter the role and character of the business of these "created" companies. Indeed Shri Dalmia himself was a member of the First Wage Board which included the Parshva Properties within its coverage. That was why the recommendations of the First Wage Board and some other subsequent recommendations were accepted by the Parshva Properties also. In one of the disputes pending before the tribunal, (there are numerous disputes before various forums raised either by this Co. or the Unions) the Management of Parshva Properties itself wanted that it should be treated as part of the cement industry. But now it wants exactly the opposite. Labour was opposing whatever was the management's stand, including this stand. The parties argued elaborately this case before us and we gave full opportunity to place their respective case. It is on record that the Agricultural Farms Limited and Parshva Properties were unanimously covered by the First Wage Board. In view of the general agreement before us that all these covered by the First Wage Board should also be covered by our present Award, we see no reason to depart from this agreed position and award accordingly.

WORKERS EMPLOYED IN TRANSPORTING LIMESTONE AND OTHER CALCEROUS MATERIAL FROM THE SOURCE TO THE FACTORY

64. One of the controversial issues raised was regarding the coverage by the present reference of the workers engaged in the transportation of limestone and other raw materials from their source to the factory. The transport of limestone from the mines to the factory is generally done by dumpers trucks and trailers or in some cases either by ropeways or factory-owned light railways. It is also done by the State-owned railways but that is rare. The present controversy does not relate to the workers employed in the ropeways or the company-owned light railways. Those employees are engaged by the Cement Companies themselves in the Ropeways and their own light railways and get the benefit of all Awards for the Cement Industry. The state-owned railway is used rarely for transport of limestone hence does not present any problem.

65. The controversy relates only to workers who regularly transport limestone by trucks from quarries to the Factories. Here too in many cases the Cement Companies have their own dumpers and trucks and drivers to transport the limestone from the quarries to the factories. In some cases such transportation is carried on by transport contractors who provide their own trucks and drivers.

66. Where such contractors provide their own trucks and trailers, as well as drivers, the loading and the unloading work is done by the Company

employees. The Federation demands that such transport of limestone should not be through contract system in the few cases where they exist. It wants that it should be departmentalised as in the case of others. Should however the Board decide to allow the continuation of the contract system in this regard for any reason the Federation wanted that the workers employed by the transport contractors should be given all the benefits under our award.

67. Shri Dudhia, Counsel for the Federation invited our attention to the relevant recommendations of the First Wage Board which reads as under: (Para 12.7.)

"Our recommendations also apply to the employees engaged by the Travancore Cement Co. Ltd., in the work of taking out and transporting calcareous material from the sea to the factory, and also to the employees engaged in the island near Sikka from which calcareous material is taken out, and to the employees engaged in transporting the material by barges to the Sikka factory. Our recommendations also apply to the employees of the United Shippers Ltd., whether engaging their own barges or barges lent to them by Shree Digvijay Cement Co. Ltd., for the purpose of transporting such material to the factory at Sikka."

68. In our Award in the earlier reference regarding Contract Labour we had observed as follows :— (Para 165 & 166)

"If after the recommendations of the First Wage Board and where any employer try has resorted to employment of contract labour in any occupation other than those permitted by the First Wage Board, it would amount to an aberration and an unfair practice by the employer concerned. Therefore to correct such aberration and direct the employers not to persist in such unfair practice but to employ such labour as regular departmental workers is well within our jurisdiction."

"We, therefore, direct accordingly that no contract labour shall be employed in the industry by any employer, except in loading (including packing) and unloading operations as stated by the First Wage Board, any employer in the Industry employs contract labour in any other occupations, such labour shall be made regular departmental employees under the employers and made eligible to the same wages, D.A., bonus and other al-

lowances under our Award as the other regular employees under the employer, provided they give the corresponding workload obtaining for similar occupation in units near about, where their compeers are getting 'Wage Board rates.' We further direct that all workers employed in the permitted occupations of loading (including packing) and unloading, shall be given the same wages, D.A., bonus and other benefits as are given to the regular employees of the company."

69. According to Shri Dudhia, transportation of limestone from mines to factory is not permitted to be done through contractors. To allow contract system in this operation is a violation of both the First Wage Board recommendations and our own earlier award. Therefore he pleaded that contract system should be abolished in this operation and the workmen should be absorbed in the regular employment of the cement company concerned. Till the contract system is abolished in this process all workmen engaged in it should be entitled to the wages and all the others benefits under our award. Shri Dudhia wanted that the ownership of the transport vehicle, be they barges or trucks or trailers, whether by the contractors or the Cement Company, should not make any difference. The ownership of the barges for transporting calcareous material from the island to the Sikka factory did not make any difference in respect of the coverage according to the First Wage Board. It should not make any difference now before this Board of Arbitration also as to whether the trucks are owned by the Company, or contractors.

70. The Counsel for the CMA as well as some other transport contractors employed by India Cements, ACC, etc., argued that the contractors owned the trucks and trailers and employed their own drivers. They are not using the vehicles exclusively for transporting limestone to the cement factories. They accept freight from other customers also and no worker is employed exclusively for transporting limestone to the cement factories. It is therefore difficult, even impossible, according to the CMA, to justify the demand that these workers should be covered by the present Arbitration, treating them as part of the cement industry. They further argued that any such inclusion will lead to an absurd position that even railwaymen who might be transporting some of the items essential to the cement industry will then have to be covered by the arbitration award which was unthinkable. Indeed some of the transport contractors observed we have no jurisdiction over them and refused to participate in the proceedings.

71. The First Wage Board permitted contract labour only for loading cement (which included packing) and for unloading of coal, gypsum, clay,

bauxite, laterite, gunny-bags, machinery spare parts, etc. Wherever limestone is obtained from the railways over the State Railway System, contract system is permitted owing to the uncertainty as to the availability of the wagons. As already stated the use of State Railways for transport of limestone is rare.

72. Transport of limestone from the mines to the factory according to the Federation is not an operation permitted to be done under contract system by the First Wage Board. The transport of limestone is done by lorries and this constitutes a permanent and continuous operation. The Federation argued that it is difficult to justify the resort to the contract system for this operation of transport of limestone from quarry to the factory by contractors in the face of decisions by Supreme Court and the First Wage Board.

73. The CMA, on the other hand, argued that the demand that anybody supplying any goods or any services to the industry should also be covered by the present reference cannot be taken seriously as it would lead to an absurd position. It was argued by the Counsel for CMA that all cement companies may not be able to afford to invest crores of rupees in transport vehicles for transporting limestone from the quarry to the factory. If some other undertaking is willing to invest that order of money and take the work of transportation of limestone on contract, the cement Companies should be permitted to avail of this advantage. To this the Federation replied that this was not permitted to be carried on through contract system by the First Wage Board.

74. The transport of limestone from mines is not an operation that has come into being in recent times. It had been there at the time of the First Wage Board also. The parties have already agreed that the coverage of our award will extend to all those categories that were covered by the First Wage Board for cement industry. Recommendations of the First Wage Board was tripartite and unanimous. We would therefore attach the greatest importance to such an agreement. If only there are any new categories consequent to technological change, the question of coverage of this category will have to be decided by us. Since, however, this is an old category, it is obvious that the First Wage recommendations in this regard must prevail. At the time of the First Wage Board there were not many cement factories in the country. Most of the factories then in existence were situated in the quarries and Company's own dumpers and trucks were used to transport limestone from mines to the factory. Therefore engaging transport contractors for this operation was rare. But with several new factories coming in to operation since then, all factories are not located near the mines. In some cases, the distance was stated to be even 20 miles

or more; and the Companies could not use their own dumpers to transport limestone from such a long distance. Some of these Companies started resorting to transport contractors, who brought their own vehicles and their own drivers. Companies which, even in such circumstances, are engaging their own workers and vehicles to transport limestone from quarries to the factory, should continue to get the work done departmentally and shall not introduce the contract system.

Wherever contractors are already employed for this purpose, who provide their own trucks and drivers, they will be allowed to continue only if the distance from the quarry to the factory is more than 10 Kilometres. This award will not apply to such workers working under contractors transporting limestone from quarries beyond 10 Kms. Where the distance from the quarry to the factory is 10 Kms or less the work shall be done departmentally, with the workers getting all the benefits under our award. In some cases the cement companies themselves might provide the trucks and labour alone might be employed through contractors to transport the limestone from the mines to the factory. In all such cases, irrespective of the distance, i.e. whether it is more than 10 Kilometres or less, they will all be departmentalised and covered by our award.

In the result we direct that no employer shall be allowed to resort to the contract system in this process where the distance between the mines and factory is 10 Kilometres or less. As a permanent solution to this problem, we would recommend to the cement companies to introduce the ropeway system as early as possible for transport of limestone from the quarry to the factory.

APPRENTICES

75. The Federation submitted that workers employed in the Cement Industry, by whatever name called, should be paid the award rates according to their occupation, including the other benefits under our award. The Federation complained that some employers called their workers as probationers, trainees, learners, apprentices, etc., but these workers are engaged in jobs of a permanent nature connected with the manufacturing process. Only they are not paid the wages appropriate to the job; they are apprentices only for wages; for work they are treated as workers. They are required to work just as any other worker. The Federation therefore wanted all apprentices to be paid full wages and benefits due to the workmen under our award to avoid any unfair practice by employers.

76. The CMA contended that the apprentices are mere learners and cannot be covered by our award.

77. It has to be pointed out here that the definition of the term 'workmen' under the Industrial

Disputes Act of 1947, includes an apprentice and therefore the stand taken by the CMA has to be judged by this definition, as to whether the particular workman is "employed".

78. The term workmen is defined in Section 2(s) of the Industrial Disputes Act of 1947 as follows:

"Workman" means 'any person (including an apprentice) employed in any industry to do any skilled or unskilled, manual or supervisory, technical or clerical work for hire or reward whether the terms of employment are expressed or implied, etc...."

79. There are two kinds of apprentices—one kind of apprentices consists of those who are required to be trained by the management as a statutory obligation under the Apprentices Act of 1961. As soon as the period of apprenticeship is over, the employer is under no obligation to absorb them. Another kind comprises of apprentices who are employed by the management as apprentices with the object of absorbing them as employees after training, a sort of pre-employment training. We would like to distinguish between the two kinds of apprentices.

80. The apprentices under the Apprentices Act will not be entitled to the benefits of our Award, as in their case the management is only running a sort of a school to give them practical training. They have come to the industry only to learn and there is no employer-employee relations between them. The other apprentices are employed by the management with a view to be absorbed after training. They would be covered by our award. It is not the name by which the workmen are called that is important, but the contents of the job performed by them that really matters. If, in a given case, the employer calls the workman an apprentice, but requires him to work as any other workman, he will be eligible for all the benefits under our award.

NEW UNITS

81. We would now take up the claims of the parties in respect of new cement plants. They are required to pay 75 per cent of the wages to the workmen for the first 18 months after commencement of production according to our earlier award. The Federation insisted that this concession to the new units should be totally withdrawn for the reason that cement produced by new plants are also being sold at the same rate as cement produced by established plants. The Federation also referred to the lower percentage for levy sale and the consequent advantage accruing to the new units which is not available to the established units.

82. The CMA contended that the new cement plants are faced with a lot of teething trouble. It

takes them a very long time to settle down and achieve reasonable standards of production. They therefore wanted that new cement plants should be allowed to continue to pay 75 per cent wages for the first 18 months from the date of commencement of production.

83. There were some interesting exchanges between the parties before us; and finally they agreed to further limit the concessional period, whereby the new units would be given the concession for a limited period. They agreed to limiting the payment to 75 per cent of the Award rates to 12 months instead of 18 months under our previous award. We also feel that a 12 month period is reasonable, and that any teething trouble could be overcome in the first twelve months from the date of commencement of trial production. The payment during this twelve month period will be at 75 per cent of the total wages and other benefits due to the workmen under our present Award. After completion of the first 12 months from commencement of trial production, all the workers in the new plants will be paid the same wages, allowances and other benefits as workers in any other established unit in the industry.

MINI CEMENT PLANTS

84. The CMA wanted that all the mini cement plants should be totally excluded from our Award. The Federation vehemently opposed this demand by the CMA. We arranged for a special hearing for the Management of the mini cement plants, so that in case they felt it necessary to highlight their special problems, if any, before us they may do so. But to our surprise not a single management of mini cement plants turned up at the hearing.

85. The Federation contended that the cement produced by the mini cement plants is also sold at the same rates as cement produced by the big plants. Indeed, the Federation added, the mini cement plants are at an advantage over the other cement plants, as the mini cement plants can sell their entire production in the free market. They added that mini cement plants also get concession in excise duty payment. If the plants are mini, the number of workmen employed by them is also less. Therefore, the Federation wanted that the mini cement plants should also be brought on par with the workers in the cement industry in respect of wages and other benefits under our award.

86. In view of the fact there are not many mini cement plants under production now, we are unable to determine their capacity to pay and other relevant details. We should wait till the mini cement plants go into production for some period, assess their capabilities and then decide their case. For the present, we would prefer to leave them alone.

87. Shri Khambatta, Counsel appearing for Makers Development Private Limited, sought to get exemption from the applicability of our Award in respect of the one unit at Banmor, which Makers had recently acquired from Associated Cement Companies Limited. It must be stated in all fairness to Shri Khambatta, that he admitted that he has no letter from the Govt. recognising the unit as a mini cement plant according to the press note of January 1979 to which Shri Khambatta invited our attention. The concession allowed to the mini cement plants is intended to act as an incentive to increase cement production. As part of ACC it is already in production.

88. At the time of the Arbitration agreement in December 1981, between the parties, this unit of ACC was covered by the Arbitration. If Makers have bought the unit subsequent to the Arbitration agreement, the then existing liabilities would also remain transferred to the purchasers, namely, Makers Development Private Limited, as the successor. Therefore, we do not find any merit in the contentions of Shri Khambatta or in his attempt to get the particular unit, which was part of the ACC on the date of the arbitration agreement, excluded from our Award. Our Award will therefore apply to the Banmore unit also.

SICK UNITS

89. Shri Khambatta also wanted that the Banmore unit he represented may be treated as a sick unit and be exempted from implementing our Award, even if it did not fall under mini cement plant for purpose of this reference. We regret we cannot agree to this request either.

Some other cement plants too pleaded that they are sick and could not afford to pay the increased rates of pay and allowances that might be imposed on them by our Award.

90. The Government of India have notified a list, naming certain units as sick for one years, effective from 28th February, 1982 (vide Annexure No. VI). We are informed that the Government would review each year the state of these units and decide whether they should be continued in the sick list or not. The sick list is only for becoming eligible for concession, viz. to get the levy cement percentage reduced to 50% of the installed capacity from 66.6 per cent. As on date, it appears, no unit is stated to be in the sick list, as the old list was valid only up to 28th Feb. 1983, and no new list has been announced as yet.

91. Arguments were made before us on the basis of the old sick list, which technically no

longer held good. The case of Rohtas and Sone Valley Cement Company Ltd., Kalyanpur Lime & Cement Works were highlighted by Shri Govind Das elaborately followed by Shri N. Krishna and Shri D.K. Agarwal. Some other factories also wrote to us to exempt them from our Award on the alleged ground of sickness. But none of them appeared before us to substantiate their claim even when an opportunity was given to them. Therefore, we took no notice of their claim as they themselves appeared not to be serious.

92. There was a feeble attempt by the Management of India Cements Limited to plead before us that their limestone quarry in Sankagiri is not mechanised and therefore they are a high-cost unit. The Federation immediately pointed out that this Company had made several crores of rupees profit in one year alone, and there is no need for any special consideration for the company. Further it was pointed out by the Federation, that this unit which complains of Labour surplus, has also been recruiting workers recently. The Management could not deny this fact. The management's representative, however, did not press the case any further.

93. The argument advanced in the case of Rohtas and Sone Valley and Kalyanpur Lime & Cement Works by Shri Govindas, Shri N. Krishna and Shri D.K. Agarwal for exemption from our award was on the same lines as in the earlier reference. Wage determination in the cement industry has aimed at standardisation on an all-India basis since 1960 up to our earlier award in 1978. For over 20 years there has been uniform wages for all the cement plants throughout the Country by agreement. In our earlier award we had observed : (Paras 209 and 210)

"We regret we are unable to accept all these requests for exemption. Right from 1960 the entire Country was treated as one zone by the First and Second Wage Boards, as also for the increases given by the then Prime Minister Smt. Indira Gandhi, then the Labour Minister, Shri K.V. Raghunatha Reddy and thereafter the then Industries Minister, Shri T.A. Pai. While thus wages have been standardised on a country-wide basis for nearly 18 years, we will not be justified in disturbing the same by making any exemption now. These units appear to have genuine difficulties in the matter of limestone cost. In the case of these units, therefore, their remedy lies elsewhere. It is for the Government of India to consider these cases not only as individual cases but in the larger interest of the nation

itself, and provide them whatever assistance or relief that might be found to be necessary consequent upon their study in order to make them viable.

Therefore, we are convinced that none of the cement units anywhere in the Country shall be entitled to any exemption from implementing our award on any of the issues."

94. We reiterate our foregoing decision in the earlier award in this award also. The three units mentioned above viz. Roh'tas Industries, Sone Valley & Kalyanpur Lime & Cement Works were aiming at a freight advantage because of their location, being nearer the consuming centres, including Calcutta. But the moment the freight pool system was introduced, these units lost their advantage, which it is stated, was largely responsible for their becoming non-viable. In our last award cited above we had recommended to Government of India to consider their case. Government may consider the desirability of taking these three units out of the freight pool for such period as might be necessary to make them viable. It is for the Management of these three Companies to convince the Government as to the reasons for their lack of viability and secure the appropriate remedy. We, however, will not depart from the established standardised wages in the industry on a country-wide basis and we are not for any exemption of any unit from our award.

MINIMUM EMOLUMENTS

95. Having dealt with demand No. 1 'Coverage', we now proceed to demand No. 2 namely 'Minimum Emoluments'. The demand reads as under

"Minimum total emoluments of an unskilled employee shall be Rs. 1,000-50 P. per month by dividing it as under:

Basic Wages	Rs. 520.00
Dearness allowance for index number 435 @ 2.30 per point over and above index number 260 of All India Consumer Price Index (Base-1960-100)	Rs. 402.50
House Rent Allowance	Rs. 78.00
TOTAL	Rs. 1,000.50

96. It is seen from the above that the Federation wants a minimum total emolument of Rs. 1,000 p.m. for an unskilled worker. The term emolument referred to here includes three components namely, basic wages, dearness allowance and house rent allowance. Demand No. 4 deals with dearness allowance, and Demand No. 5 relates to additional dearness allowance, while Demand No. 6 deals with house rent allowance for the lower paid as well as for the other grades.

97. As per our last award the minimum emoluments of a worker in the cement industry was as follows @ 330 points:—

Basic Wages	Rs. 260 at 200 points of the CPI (1960-base)
Dearness Allowance	Rs. 169 at Rs. 1.30 per point for 130 points
House Rent Allowance	Rs. 30 and
Increase awarded under our last award	Rs. 55
	Rs. 514

The total thus came to Rs. 514 at 330 points of the All India Consumer Price Index (1969=100).

98. The Federation explained that its demand for Rs. 1,000 as minimum was to be linked to 435 points. At 435 points minimum wage including dearness allowance and house rent allowance and the increase allowed by our previous award would work out to Rs. 650-50 as under:—

Basic wage	Rs. 260 at 200 points
Dearness allowance for 235 points at Rs. 1.30 per point	Rs. 305.50
The increase under our previous award of	Rs. 55.00
Plus house rent allowance of	Rs. 30.00
TOTAL	Rs. 650.50

The Federation has demanded a minimum total emolument of Rs. 1,000 per month which would mean an increase of Rs. 350 p.m. at the lowest on account of basic wages, dearness allowance and house rent allowance at 435 index.

99. The Federation has also sought to raise the dearness allowance in the process by increasing the present rate of Rs. 1.30 per point to Rs. 2.30 per point which is also included in Rs. 1,000 at the minimum level. As also is its demand for increasing the present house rent allowance of Rs. 30 to Rs. 78 per month.

The Federation in its effort to bring the minimum emoluments to Rs. 1,000 per month has relied on the formula of needbased minimum wage agreed to in the 15th Indian Labour Conference. In order to further reinforce its demand, the Federation filed a number of agreements reached in other industrial establishments in and around Bombay where the total emoluments of an unskilled worker was Rs. 1,000 per month or higher.

100. The Federation pointed out that the selling price of cement is unprecedentedly high and the industry is earning astronomical profits and therefore undoubtedly has much more capacity than that needed to pay this increase.

101. The other Central Trade Union Centres namely the Bharatiya Mazdoor Sangh and National Labour Organisation also supported this demand of the Federation.

102. Opposing the demand, the CMA wanted us to bear in mind the economic situation in the country and the need to control inflation. The CMA further submitted that the mere fact that the award of the Board of Arbitration dated 26th September, 1978 had expired does not by itself justify the demands made by the workmen for the upward revision of wages. The CMA observed that there has been no substantial change in the circumstances justifying the upward revision of scales of pay or increase in the rate of D.A. or H.R.A.

103. The CMA further stated that any increase that might be awarded by the Arbitrators to the workers in the cement industry should also be linked to the increase in productivity. The CMA also referred to the wage history in the cement industry, right from the First Wage Board. The CMA felt that the total minimum wage paid by the cement industry to the workers is fair and reasonable in its opinion.

104. A major part of the arguments of the CMA against wage increase contained in its written counter statement appears to have been drafted prior to Government's announcement of partial decontrol. The CMA admitted the fact of prosperity since partial decontrol, but added that the prosperity brought about by the partial decontrol should not be frittered away in huge wage increases, but should be utilised for rehabilitation and modernisation of the industry. Indeed CMA stressed the fact of considerable back log in modernisation because of postponement for want of funds. They also pointed out that the cement units are now required to have their own captive power-generation plants, for which also they have now to find funds.

105. We agree that due consideration will also have to be given to the needs of the industry. But this does not mean that the workers should not be allowed to have a fair share in the prosperity enjoyed by the industry.

106. Dealing with the several agreements filed by the Federation to show that Rs. 1,000 and more are already being paid as minimum wages in some establishments, the CMA observed that these are not from comparable industries. They are mostly Bombay-based individual establishments, whereas the cement plants are situated in the interior and none in 'A' class cities. The CMA further impressed upon us that the agreements relied on by the Federation related to individual establishments while in the present case we are dealing with the entire industry in the whole Country. Shri Kaka for the CMA further argued that the present

prosperity may be short-lived and if a huge wage burden is imposed on the industry as if its prosperity is permanent, it might not be possible for the industry to survive when present rate of prosperity would no longer be available. Therefore, Shri Kaka added that the Board has to also think of the future. Shri Kaka therefore urged upon us not to be carried away by the present prosperity and impose on the industry a huge burden of a permanent nature.

107. The Federation in reply pointed out that there is a heavy demand for cement and the market is bound to be buoyant for a long time to come. The Company has as yet to embark on a massive housing programme; and with a need for covering the entire country with a net work of all weather roads, besides several projects under the Five Year Plans, the cement industry could look forward to a bright and stable future. The Federation further submitted that our country may be able to export cement to other countries. The Federation estimated its demands even when conceded in full will only amount to an insignificant percentage of the prosperity enjoyed by the industry.

108. While the work of the arbitration board was in progress, we were informed that the wage revision agreements have been entered into in the Steel and BHEL. In our earlier award also, we had referred to the agreement entered into in the BHEL which had just concluded the negotiations then and the wages, etc., awarded by us in our earlier reference were more or less in keeping with the minimum wage level agreed to in BHEL.

109. The Federation continued to file copies of several agreements reached elsewhere at different stages of the hearing which gave workers in other establishments a very hefty increase, ranging from Rs. 300 to Rs. 500 per month per worker. They are mostly related to individual concerns, but here we are concerned with an entire industry spread throughout the country.

110. It is necessary to keep this difference in view before us. The Agreements in BHEL and Steel, however, are different and could be treated as industrial; although, even so, we need not exactly copy of them. This fact too we will have to keep in mind; for the case of the cement industry is different. It has started earning substantial profits. Therefore the expectations of workers in the cement industry are also on the high side.

111. The minimum wage according to the BHEL and Steel agreements at 470 points of the All India Consumer Price Index (Base—1960=100) is to be Rs. 781.90. The break-up of the above amount is as follows :

Basic Wages	Rs.	550.00
Fixed D.A.	Rs.	212.40
Adjustable D.A.	Rs.	19.50
TOTAL	Rs.	781.90

112. In their case also, there was a demand for the upward revision of the dearness allowance from Rs. 1.30 per point. Since this demand is common to many public sector undertakings, the Government of India agreed to set up a tri-partite committee to go into the question of the quantum of upward revision of the existing rate of Rs. 1.30 per point.

113. We have already given a flat interim increase of Rs. 80 per month for all workers in the cement industry. We have not split up and said what part of this Rs. 80 is basic wage and what part is dearness allowance. But we have stated that the entire Rs. 80 will partake the character of both, and will qualify for P.F., bonus and other benefits. The cement workers were getting Rs. 620.50 p. per month (exclusive HRA) at the All India Consumer Price Index of 435. At 470 index, the amount would become Rs. 620.50 p. + 45.50 i.e. Rs. 666.00 whereas, it is Rs. 781.90 p. in the Steel and BHEL at the same 470 Index.

114. As we have stated, we are not going to copy exactly the levels in BHEL or Steel, or their rates of annual increases, etc.

115. Having taken into account these and all other relevant aspects, as well as the arguments advanced by both the sides, including capacity of the industry to pay and other relevant factors, we Award a total minimum wage of Rs. 817 p.m. (inclusive of basic and dearness allowance) at 490 of the C.P.I. with 1960 base. We will thus be giving Rs. 45 as increase in the minimum wages by this our final award, in addition to Rs. 80 interim increase already granted making a total of Rs. 125 increase in wages at the minimum level, with effect from 1st January, 1982. There is already the sum of Rs. 55 which was given in our earlier award which still remains unabsorbed in the scales of basic pay and dearness allowance. This sum of Rs. 817 p.m., we direct will be split up as follows :

Minimum basic Pay @ 400 Points	Rs.	520
Fixed Dearness Allowance	Rs.	180
Variable Dearness Allowance or 90 points @ 1.30	Rs.	117
TOTAL	Rs.	817

DEARNESS ALLOWANCE

Demand No. 4

116. It would be convenient to deal presently with the demand for increase in the rate per point of the CPI from the present Rs. 1.30 per point (1960 series) to Rs. 2.30 per point. The Federations demand relating to dearness allowance reads as under :

“Over and above 260 points of All India Consumer Price Index (Base—1960

100), Rs. 2.30 per point shall be paid as dearness allowance.”

117. The demand for the upward revision of D.A. by increasing the rate per point from the present Rs. 1.30 per point had been raised also by the Unions in the Central Government Public Sector Undertakings, where negotiations were simultaneously in progress. No public sector undertaking by itself could come to an independent decision in regard to this demand either way, as it was bound to have repercussions on the other public sector undertakings, engaged in negotiating a settlement over the demand for increase in the D.A. There was thus a stalemate and the Government of India convened a meeting of the major Trade Union Centres to find a way out. It was agreed at the meeting convened by the Finance Ministry that a tripartite committee may be set up to go into the demand for increasing the rate per point from Rs. 1.30 paise. The Government agreed with this suggestion and has since set up a committee for this purpose with the Union Labour Minister as Chairman.

118. The Committee covers only the D.A. of Central Government Public Sector Undertakings. The cement industry is mostly in the Private Sector. Only the Cement Corporation of India is a central public sector undertaking, but it too has fallen in line with the conditions of work and wages of units in the Private sector in the cement industry. Therefore, the committee set up by the Government of India may not directly cover the cement industry.

119. The CMA submitted that the rate of Rs. 1.30 per point continued to be followed in almost all the public sector undertakings. The CMA therefore observed that there is no justification whatsoever to disturb the said rate in the cement industry also, as any upward revision would have repercussions on all organisations in the country.

120. In our earlier award we have retained Rs. 1.30 per point as D.A. (fixed in 1973) which was prevailing in most public sector undertakings. Hence we would advise the parties to await the Government decision on the D.A. Committee recommendations for regulating the payment of D.A. in the industry. For the present, we direct subjects to our foregoing observations that the existing rate of Rs. 1.30 per point of the 1960 series of the All India Consumer Price Index as D.A. may continue. Thus for the present, for every point change from 490 points of the said index, for which we have already fixed a total minimum wage for the various categories, including the unskilled, the D.A. will vary at Rs. 1.30 paise per point. The existing practice of paying clerical and other staff Rs. 8.50 more as special D.A. will continue.

ADDITIONAL DEARNESS ALLOWANCE

Demand No. 5

121. The Federation has claimed under this heading payment of 15 per cent of basic wages as additional D.A. to all employees, except those in grade E. The demand for additional D.A. by the Federation does not introduce any new principle. Even now the operatives are being given additional D.A. at the rate of 2-1/2 per cent on basic wage for D grade operatives and at 5 per cent for grades C, B and A as well as tally-checkers, clerical, lower technical and supervisory staff. The Federation contended that the D.A. given to the workers in other industries is linked with basic wage as well as with consumer price index and the quantum given is much higher than what is given to the cement workers. The Federation contended that even with the additional D.A. the workmen do not get adequate neutralisation of the rise in the cost of living. The Federation therefore wanted that the additional dearness allowance should be raised to 15 per cent of the basic wages for all employees other than those in grade E. The Federation wanted that there should be no discrimination in D.A. payable to the operatives, whether daily rated or monthly rated, lower technical staff or clerical staff in the cement industry.

122. The CMA pointed out that the first and second wage boards had deliberately not linked the additional dearness allowance to the cost of living index, because the nature of the said dearness allowance represents the differentials in skills of various categories of employees. For this reason the unskilled worker did not get any additional Dearness allowance and the semi-skilled workman was given a much lower percentage of basic wage as additional dearness allowance. Thus the semi-skilled worker who was placed in D grade was given only 5 per cent of the basic wage as D.A., while operatives in C, B and A grades who represent skilled and highly skilled categories respectively were given 10 per cent of the basic wage as additional D.A. Similarly, Tally-checkers and Clerical, Lower Technical and Supervisory Staff were also recommended by these wage boards additional D.A. at 10 per cent of their basic salary. The said additional D.A. was linked with basic wage and not with D.A. which has been linked to cost of living index number.

123. Consequent on the agreement in Bipartite wage negotiating Committee effected in 1975, the 5 per cent additional D.A. was reduced to 2.5 per cent in the case of semi-skilled workers from 10 per cent to 5 per cent in the case of skilled category, namely C, B and A grades. Similarly in the case of Tally Checkers, Technical, Supervisory and Clerical staff, the percentage of additional D.A. was reduced from 10 per cent to 5 per cent. These revised percentages were on the

revised basic wages/pay. Thus according to the CMA, the additional D.A. reflects the differentials in skills and supplements the differentials reflected by the pay scales. It submitted that in working out the rate of variation of D.A., the first as well as the second Wage Boards for the cement industry did not take into consideration the additional dearness allowance, because the said dearness allowance was not in nature of the usual D.A. but was intended to supplement the differentials in skills for higher categories.

124. We are inclined to agree with the clarification as made by the CMA, namely that the Additional Dearness Allowance is not really D.A. but only a payment for ensuring adequate differentials for employees in higher categories, in addition to the differentials shown in the basic scales of wage/pay. Having accepted the nature of additional dearness allowance payment, it falls to us to see whether there is any change needed in the quantum of this additional D.A. payment in order to ensure that proper differentials are given. In view of the fact that the minimum wage itself is increased from Rs. 260 to Rs. 520 although linked to a higher index number, the differentials also must show some increase.

125. The increase in additional D.A. can be achieved in more than one way viz. by increasing the present percentage 2-1/2 per cent and 5 per cent respectively, or by retaining the percentages themselves but linking them to the new basic wages, or by increasing both the percentages and linking them to the new basic wages. We are in favour of an increase in the quantum of additional dearness allowance for the purpose of ensuring proper differentials, but not by disturbing the percentages that are in force now. We would keep the percentages undisturbed but would link them to their respective basic wages as revised by us which are higher. We certainly are not in favour of increasing both the percentages and also linking them with the revised basic wage, as the amount consequently payable will be out of proportion.

126. We therefore award that the Additional Dearness Allowance will be paid on the same earlier percentages but linked to the respective new basic wages we have awarded herein :

In the result the position will be :—

- (a) No additional D.A. will be payable to Grade E employees.
- (b) Additional D.A. will be at 2-1/2 per cent of the revised new basic wages for the grade D employees.
- (c) For employees in grades C, B and A as well as for Tally Checkers, Clerical, Lower Technical and Supervisory Staff, the percentage of additional D.A. will continue to remain at 5 per cent but it

will be computed on their revised new basic wages/pay.

SCALE OF PAY

Demand No. 3

127. The Federation demanded that the following basic scales of Wage/Pay should be awarded:—

GRADE

1	E	Rs. 520-10-620-12-740
	D	Rs. 533-12-653-13-783
	C	Rs. 559-15-709-17-879
	B	Rs. 598-18-778-20-978
	A	Rs. 650-25-900-30-1200
	TC	Rs. 540-12-600-13-790

GRADE

	I	Rs. 560-15-710-17-880
	II	Rs. 580-18-760-20-960
	III	Rs. 600-20-800-22-1200
	IV	Rs. 650-25-900-30-1200
	V	Rs. 670-27-940-32-1260
	VI	Rs. 700-30-1000-35-1350
	VII	Rs. 725-35-1075-40-1475

128. The demand for revising basic scales of pay of all employees was also the subject matter of the earlier Arbitration by us. The scales of basic

pay of operatives, tally-checkers, clerical, lower technical and supervisory staff were fixed by par-tite by agreement arrived at in May 1975. But the scales themselves came into effect in 1973. In our earlier award we took the stand that we should not disturb these agreed scales of wages/salaries as the interval has been too short. Therefore, we decided against the revision of scales of basic wages/salaries in our earlier Award. However, our attention was invited at that time to the fact that a number of employees were already stagnating at the ceiling of their respective scales of pay and unless the scales are revised they will continue to stagnate throughout the period of our award and that will not conduce to harmonious relations. We saw some force in this argument and, therefore, in order to avoid stagnation during the period of our award, we extended the maximum of all the scales by four increments. This has been duly implemented by the managements.

129. In order to appreciate fully the federation's present demand we reproduce below side-by-side the existing scales of pay along with the scales of pay demanded by the Federation.

GRADE	*PRESENT SALARY SCALE (@200 POINTS)	DEMANDED SALARY SCALE (@ 435 POINTS)
Operatives		
E	Rs. 260-3.90—306.80	Rs. 520-10-620-12-740 (20 yrs.)
D	Rs. 273-5.20 —340.60	Rs. 533-12-653-13-783 (20 yrs.)
C	Rs. 292-50-7.80—401.60	Rs. 559-15-709-17-878 (20 yrs.)
B	Rs. 322-40-10.40—468.00	Rs. 598-18-778-20-978 (20 yrs.)
A	Rs. 357-50-15.60—513.50	Rs. 650-25-900-30-1200 (20 yrs.)
Tally checkers, Clerical, Lower Technical and Supervisory staff :		
TC	Rs. 285-7=341-EB-8—405	Rs. 540-12-660-13-790 (20 yrs.)
I	Rs. 300-9=399-EB-10-479	Rs. 560-15-710-17-889 (20 yrs.)
II	Rs. 315-11=425-EB-12-545	Rs. 580-18-760-20-960 (20 yrs.)
III	Rs. 330-13=460-EB-15-625	Rs. 600-20-800-22-1020 (20 yrs.)
IV	Rs. 350-16=510-EB-18-708	Rs. 650-25-900-30-1200 (20 yrs.)
V	Rs. 365-18=455-20-575-EB-21—806	Rs. 670-27-940-32-1260 (20 yrs.)
VI	Rs. 375-20=475-22=607—EB-27=904	Rs. 700-30-1000-35-1350 (20 yrs.)
VII	Rs. 410-22=630-EB-27=1008	Rs. 725-35-1075-40-1475 (20 yrs.)

*The ceiling was extended by four annual increments in all the scales by our earlier award to avoid stagnation.

130. Now that we have completed 10 years, since the last revision of the scales of basic pay, which came into effect from 1973. We think it is time to consider the demand for revision of the basic scales of pay. Also the patch work of merely extending the ceiling of each scale by four years has now to be rationalised. The existing scales of pay have a span of about sixteen years only which resulted in quick stagnation in all established units. We should therefore take into account the need for extending the span of scales while considering the revision of the scales of pay.

131. The original minimum of basis wage of Rs. 260/- has been raised to Rs. 520/-, the exact

double, at the minimum level although at a higher index. The differentials too will have to increase, although not proportionately, to avoid distortions. Therefore also there is need for revisions of scales of pay. In BHEL and Steel agreements the minimum basic pay of the lowest category has been raised by Rs. 550/- per month,

132. After carefully considering all aspects, including the additional D.A. amount, we have awarded to supplement the differentials in basic wages, we award the following basic scales of pay for the operatives and others with a uniform span of 20 years in each scale with effect from 1-1-82.

BASIC SCALES OF PAY**OPERATIVES****GRADE**

- E Rs. 520-8x20=680 (20 Years)
 D Rs. 533-11x20=753 (20 Years)
 C Rs. 559-15x20=859 (20 Years)
 B Rs. 590-20x20=990 (20 Years)
 A Rs. 630-26x20=1150 (20 Years)

TALLY CHECKERS, CLERICAL, LOWER TECHNICAL AND SUPERVISORY STAFF**GRADE**

- TC Rs. 545-13x20=805 (20 Years)
 I Rs. 560-16x20=880 (20 Years)
 II Rs. 580-20x20=980 (20 Years)
 III Rs. 600-22x20=1040 (20 Years)
 IV Rs. 625-28x20=1185 (20 Years)
 V Rs. 650-32x20=1290 (20 Years)
 VI Rs. 675-36x20=1395 (20 Years)
 VII Rs. 700-40x20=1500 (20 Years)

P.S : Piece-rates, wherever in existence will be commensurately increased.

Nomenclature, Etc.

Demand No.27

133. It would be convenient at this stage to take up Demand No. 27 of the present series relating to nomenclature of occupations, etc., which reads as follows :

“Nomenclature and fitments of grades should be revised upward in consultation with the Federation.”

134. A similar demand was also made before us in the earlier reference, demanding proper nomenclature for each occupation, classification and fitment into proper grades according to their duties.

135. During our regional hearings there were complaints, invariably in all regional centres, about wrong designations. The allegations were that the job contents did not tally with the designations and the employees have not been fitted into their proper grades. While most complaints related to non-implementation of our earlier Award, it was also made clear to us that there is need for looking into the widespread complaints regarding occupational nomenclature, job contents, job evaluation and avenues of promotion.

136. While dealing with this issue in the earlier references we had appointed a committee consisting of one representative of the CMA and one of the Federation, namely Shri Govil of the ACC and Shri Mohinudeen of the Federation to go into the question of proper designations, definition of job contents and also job evaluation for the purpose of fitting them into their appropriate grades. That committee presented us with a set of unanimous recommendations, which we accepted in toto and incorporated as part of our award. In the present reference also, we

appointed the same two-man committee for nomenclature to go into the various complaints that have been made before the Board, and also to generally review and revise the earlier report wherever found necessary. We regret to have to record the said demise of the member representing the Federation on the committee, Shri I. M. Mohinudeen when the committee's work was in progress; and the good work done by the committee came to a stand still.

137. We would like to record here our appreciation of the good work done by Shri I.M. Mohinudeen both on the committee and before the Board.

138. The vacancy caused by the death of Shri Mohinudeen was filled in by the nomination of Shri Prakash Vyas by the Federation. The committee met on several occasions and tried their best to produce unanimous recommendations inspite of their best efforts, we were informed in the beginning of June, 1983 that in respect of certain designations, the two-members of the committee could not reach any agreement. We, therefore, called both the members before us and gave them a hearing on 16th June, 1983 in respect of the occupations where they disagreed and we gave certain guidelines for both of them to follow to enable them to reach unanimity. Even after this the committee could not present a unanimous report on all items. The disagreed items had to be decided by us, which we have done. The report of the committee as approved by us will be found in Annexure X. This Annexure will form part of our Award for implementation and all workmen shall be fitted and designated in the appropriate new grades of wages/pay in accordance with the said Annexure.

Guaranteed Increase and Adjustments

Demand No. 7

“All employees shall be given a salary increase of not less than Rs. 350 per month as guaranteed increase. The guaranteed increase shall be added to the existing total emoluments as on 30-9-1981 consisting on basic wages, dearness allowance, additional dearness allowance, house rent allowance and award increase, and reworked into the new basic wages, dearness allowance and house rent allowance, additional dearness allowance if the new basic wage of any employee falls below the minimum of the new grade as a result of reworking his basic wage shall be brought up to the minimum of the grade applicable.

If the new basic wage falls in between the two steps in the revised demanded grades applicable as a result of reworking the basic wage it shall be brought up to the next higher pay step of the new grade.

After arriving at the new basic wage as mentioned above one increment of new scale for every two years of service shall be added in the basic wages as service weightage."

139. We have already given an increase of Rs. 125 p.m. in wages to the workers on the minimum wage. This minimum increase is guaranteed to all employees and the workers on higher grades will also get besides this guaranteed minimum, the modified differentials as well as the increase in the additional dearness allowance.

FITMENT AND WEIGHTAGE

140. The rest of this demand deals with service weightage and fitment.

Fitment

141. The fitment demanded by the federation follows the established pattern namely that :

(i) If the revised basic pay of any employee falls below the minimum of his appropriate new scale as on 1-10-81, his basic wage shall first be brought to the minimum of his new appropriate scale of pay.

(ii) If on the other hand, his new basic pay as on 1-10-81 falls between two steps in his appropriate new basic scale of pay, his basic pay should be stepped up to the nearest higher stage.

142. We find that this demand in respect of fitment is legitimate and we allow the same. But the date of reckoning shall be 1st January, 1982 and not 1st October, 1981.

SERVICE WEIGHTAGE

143. The Federation has demanded a service weightage of one increment in the new scale of pay for every two years of service. This we feel is rather high, particularly when we have increased the rates of annual increment. The CMA in their counter has said that no case has been made out for upward revision of grades. It further insisted that only when grades are prescribed for the first time and the wages have previously been very low, that weightage increment can be considered for past service.

144. The rates of annual increment in the cement industry as already observed by us, have been low and these low rates of annual increments could not have given sufficient weightage for the past service. We are therefore inclined to consider favourably some weightage for the past service but not to the extent demanded by the Federation. We are of the opinion that the ends of justice will be met if we award one increment at the new rates in their appropriate new scales to all those who have completed one year of

service up to and including seven years of service on 1-1-1982; two increments for those who have put in more than seven years service. But not more than 15 years service as on 1-1-82; and three increments for those who have put in more than 15 years service as on 1-1-1982. We award accordingly and direct that the employees be fitted into their appropriate new scales of pay with weightage as aforesaid.

HOUSE RENT ALLOWANCE

145. We now take up demand No. 6 for House Rent Allowance. The demand by the Federation reads as follows

"House Rent Allowance shall be paid on the following rates:

'E' 'D' and 'TC' grades	Rs. 78 p.m.
'C' 'B' and I & II grades	Rs. 98 p.m.
'A' III, IV, V & VI grades	Rs. 104 p.m.
VII grade	Rs. 115 p.m.

146. The Federation submitted that the HRA being paid to the employees from 1-10-1978 according to our earlier Award is as as follows:

Operatives E,D,C,TC & grade I get	Rs. 30 per month
Operatives A & B grade II, III and IV get	Rs. 32.60 per month
Grade V & VI	Rs. 35.20 per month
Grade VII	Rs. 36.50 per month

147. The Federation pointed out that during the last three years there has been a steep rise in the price of land as also in the cost of construction. Consequently the rents have shot up. There is acute shortage of housing accommodation which has also contributed to the steep rise in the rents. The progress of labour housing in all industries, including the cement industry, is not satisfactory. The Federation also stated that the Consumer Price Index does not really reflect the steep rise in the house rent. It drew our attention to the plight of workers who have not been provided with propose housing accommodation. This, in turn, would effect the health and efficiency of the worker. (Elsewhere we will be dealing with the separte demand by the Federation for providing assistance to workers for construction of houses.

148. The CMA, however, countered the demand saying that any demand seeking an increase in the HRA is devoid of any merit. It observed that while fixing the total minimum wages, house rent is taken into consideration and the demand for separte house rent allowance should not be considered. We feel that it is too late in the day for the CMA to oppose the payment of house rent allowance for the entire industry, after having paid the same for several years now. Therefore the only question to be considered is whether the HRA now being paid is adequate.

149. The CMA further observed that in several industries HRA is paid only to those employees who are not provided with housing accommodation. On the other hand, those who get housing accommodation have to pay a certain percentage of their wages to their employers. The CMA referred to our earlier award in this regard.

We had said in our earlier award:

"It is impossible to get a house on rent for Rs. 20 p.m. There has been a steep increase in house rent in recent years; and we feel there is a case for increase in HRA. We find that in the recent agreements in the public sector undertakings referred to by us, there has been an increase in HRA from Rs. 10 to Rs. 25 per month. Since we have adopted uniform increase in the wages, we would like to adopt uniform rate of increase in HRA also. We award an increase of Rs. 10 per month to all workers irrespective of whether they are working under contractors or departmentally in factory or mines. We feel that the plight of the workmen who have not been provided accommodation by the employer is miserable. Even the present increase allowed in the HRA cannot secure for the workers and their family proper accommodation and this will naturally tell upon his health and efficiency.

We would therefore like all the employers atleast in the cement industry to aim at cent-per-cent housing. We are informed that nearly 70 per cent of the workmen employed in the industry have not been provided with any housing accommodation by the employers. We hope the percentage of workmen housed will progressively go up through a phased annual programme."

150 The cost of housing accommodation has gone up steeply since our last award and with it the rents too have increased very much. We also find that in the recent agreements in the public sector undertakings the minimum HRA has been stepped up to Rs. 50. We feel that there is a case for increase in HRA to the cement workers also.

151. We award the following amounts as HRA against the categories mentioned below with effect from 1-1-1982.

Grades E, D, C, & Tally Checkers & Gr. I and II staff	Rs. 50 P.M.
Grades A & B & Gr. III & IV	Rs. 60 P.M.
Grades V & VI	Rs. 70 P.M.
Grades VII	Rs. 75 P.M.

152. We find that there are different practices in different units regarding housing facilities. Some provide pucca houses with free unlimited

supply of electricity, some others provide pucca houses with electricity supply subject to ceiling and other units provide pucca houses with no electricity at all. A few are reported to be providing only Kutcha houses.

153. Whatever benefits the workers enjoy now in this regard shall continue and they shall not be denied or reduced because of our award. In the case of workmen who have been given houses they shall also be entitled to HRA we have recommended, minus the rents payable by them wherever that was the practice in the past.

HOUSE RENT RECOVERY

Demand No. 8

154. The Federation's demand in this regard is as follows:

House rent for the quarters provided by the Company may be recovered by the Co. on the following basis:

a. For quarters offered by tites, sheets, leaves but without electricity	Rs. 5 p.m. or the existing, whichever is less
-do-with electricity	Rs. 10 p.m.
b. Pucca quarters with laterine, kitchen, bathroom (one room tenement) without electricity	Rs. 25 p.m.
-do-with electricity	Rs. 30 p.m.
c. Two room quarters without electricity but with bathroom, laterine & kitchen	Rs. 40 p.m.
-do-with electricity	Rs. 45 p.m.
d. Other begger quarters with kitchen bathroom, laterine, storeroom, veranda without electricity	Rs. 60 p.m.
-do-with electricity and fans two rooms	100% p.m.

Note: No deduction shall be made for electricity and water supply. Wherever lesser rent is recovered than mentioned above that shall be continued and wherever better facilities are provided they shall also be continued.

155. The Federation submitted that in our last award we had allowed the recovery of house rent in the case of those workers who have been provided with pucca housing, with electricity for lighting. The Federation demanded that the principles and practices followed so far regarding recovery of house rent in each factory should continue to remain undisturbed.

156. After the publication of our previous award, it appears the question of recovery of house rent was discussed at a joint meeting of the representatives of the CMA, INCWF and AICWF on the 11th May, 1979. At that meeting the parties reached an agreement on house rent recovery on terms set out here under:

"Recovery of actual amount of house rent according to the Award of Arbitration will be as follows from 1-10-1978:

1. Pucca Quarters with electricity	Rs. 30.00
2. Pucca Quarters without electricity	Rs. 23.07
3. Quarters with pucca walls but Katcha roof and with electricity	Rs. 18.46
4. Quarters with pucca walls but katcha roof without electricity	Rs. 11.53
5. Katcha quarters with electricity	Rs. 11.53
6. Katcha quarters without electricity	Rs. 6.91

Wherever lesser amount is recovered because of past practice, the same basis will be followed. In case of existing lesser recovery of house rent because of date of occupation of quarters prior to 13-2-1968, size and number of rooms and facilities of latrine bathroom, etc. recovery will be reworked on the same basis. In cement units where existing basis is more beneficial to the employees, then they will continue to follow that basis and the recovery of the house rent allowance will be made on that basis.

In the case of pucca quarter, if at any unit, distinction exists in the matter of recovery of house rent owing to size of rooms and other facilities provided in such quarters, the additional house rent shall be re-worked keeping the above basis in view”.

157. The CMA also referred to the agreement dated 11-5-1979 and went on to submit that:

“Since most of the units are situated at far off places and housing colonies are not connected to public electricity supply line, the employers have been providing electricity to the houses of the employees free of charge for lighting purposes only. In most of the cases no limit on use of free electricity has been stipulated. However, employees have been misusing this facility by using heaters, ovens, iron and other electric gadgets. Whenever some restrictions are sought to be imposed for use of such electricity, the same has been resented by the employees.”

158. The CMA therefore wanted that some reasonable limit on consumption of electricity should be fixed with a view to avoiding indiscriminate use of electricity. While we sympathise with the CMA's stand, we feel that fixing a ceiling on consumption of electricity is not one of the issues referred to us for arbitration. Further we cannot be a party to reducing any of the existing privileges or rights or amenities. We are therefore unable to concede the request of the CMA.

159. The practice in the matter of house rent recovery, including electricity free or otherwise, wherever electricity supply is provided varies from unit to unit. The established practices in this regard cannot be disturbed. We award that the existing practice in the different units in the matter of house rent recovery, including terms of supply of electricity, will continue.

UNIFORMS

Demand No. 9

160. The Federations demand in respect of uniforms reads as under:

- i. All employees shall be supplied with four sets of uniforms including four pants and four shirts every year. Two full

sleeves and two half sleeves. Two pants and two shirts shall be of terry-cotton.

- ii. All employees who are engaged to work on jobs on piece rate system at mines, etc. shall be given uniforms like other piece-rated employees of packing plant and coal gang.
- iii. Shoes: All employees shall be supplied with two pairs of shoes every year.
- iv. Raincoats: Quality raincoats should be supplied to all employees who have to move in the open during monsoon, particularly the employees of electrical department, quarries, sweepers, drivers, drag-line operators, cleaners working on shovels and dumpers heavy vehicle operators, gangmen, silos attendants, lab-staff, pump attendants, etc. every alternate year.
- v. Woollen Jerseys: Quality woollen jerseys should be supplied to all employees working in sanitation department quarries, heavy vehicle operators and their mazdoors and helpers, car and truck drivers etc every alternate year.
- vi. Helments: All employees who work in departments where accident chances are likely shall be supplied helmets.

161. In the earlier reference also there was a demand relating to uniforms. At that time the Federation demanded 3 sets of uniforms every year to Mistries, Mukadams and mates of different departments, obviously in addition to the other categories who were already getting them. We found the demand reasonable and allowed two sets of uniforms to the categories of employees covered by the demand. Rarely do industries provide uniforms to all employees, including clerical staff. The CMA submitted that the purpose of uniforms is not only to provide a suitable work dress but also to save the workers own dress from getting dirty and soiled. Uniforms are therefore made available to Industrial workers only. The CMA further observed that we had in our earlier award granted uniforms only to certain categories specifically demanded by the union and that there was no change in circumstance warranting the supply of free uniforms to other categories and that the demand is an endeavour to get increase in wages. The CMA stated that the clothes of other workman, particularly staff do not get soiled as compared to the clothes of workmen in the packing house and coal gang, and as such, it argued there was no justification for giving uniforms to lower technical and clerical grades.

162. Demanding heat-allowance on the one hand and terry-cotton uniforms on the other, is not even logical. Only cotton uniforms will be useful. We are not in favour of supplying uniforms

to employees in all the grades in the industry. After hearing both the sides, we are convinced that two sets of cotton uniforms as defined in our award should be supplied to all operatives in grades A B C D and E. As for workmen in the staff grades, who are already getting uniforms will continue to get the same. However, wherever workmen are enjoying better benefit in this regard they will also continue to do so. We award accordingly.

Shoes: As for the demand for the supply of two pairs shoes every year to all employees we direct that the existing practice in this regard shall continue.

Rain Coats: In regard to the demand for the supply of rain-coats, we direct that workmen and staff who have to do outdoor work during monsoon should have the use of raincoats. For this purpose the management shall keep in store rain coats in good condition and in sufficient numbers.

Woollen Jersies: In regard to the demand for woollen jersies to be supplied to all employees in the sanitation department, quarries, sweepers, drivers, dragline operators, cleaners working on shovel and dumpers, heavy vehicle operators, gang-men, silos attendants, etc. every alternate year, we find that this is repetition of the demand considered by us in our earlier reference. The CHA opposed this demand being considered in this reference also. We had stated in our earlier award:

"The demand for woollen jersies cannot be a universal demand in all units in the country considering the varying climatic conditions where the cement factories are located in our country. However, in units situated in areas where the winter is severe, we feel there will be justification for this demand and that too for certain categories of employees only. The details in this regard can be better discussed and settled at the plant level between the Federation and the Management."

163. We feel there is no need to change our previous Award in this regard; and we direct that the details of categories to whom woollen jersies have to be supplied can better be discussed and settled at the plant level between the Federation and the Management.

Helmets: The Federation has demanded that the employees who work in departments which are accident prone should be supplied with helmets. The demand is unexceptionable. But the question, "in which all departments and to whom all in such departments" helmets are to be given should be determined on the advice of safety officers of mines and factory inspectorate. We direct the managements should follow the advice of the authorities concerned in this regard.

HEAT ALLOWANCE

Demand No. 10

164. The Federation demanded that:

"All employees working in the kiln section, coal mill, boiler house, foundry, smithy shop, steam loco, welding shop, slag fatcory, noduliser plant, cement mill fluxo and cement mill, should be paid a heat allowance @ 10 per cent of their total salary per month."

The Fereration recalled that in our earlier award 5 per cent of the then revised basic|wage|salary was paid to workers working on burners platform clinker shaker, fuller coolers and slag drier operators at 2-1|2 per cent of he basic salary|wage was given as heat allowance to workers engaged in lubricating, kiln rollers greasing and working in fluxo pit in the cement mill. The earlier award also stated that in any cement factory if any other category of workmen enjoyed any benetfis in this regard they shall continue to receive the same. Similary if any category of workers are getting higher heat allowance than was that awarded, that higher allowance also shall be continued. The Federation stated that in the kiln section while the greasers are give a heat allowance, welders, etc. who are working in similar hot conditions are not given heat allowance. The Federation therefore wanted that the rate of heat allowance should be raised to 10 per cent uniformly to all the categories demanded by it.

165. Opposing the demand for extension of categories to whom heat allowance is payable, as well as the increase in the rate, the CMA submitted that no change in circumstances has taken place since the last award and that therefore the demand by the Federation was not justifiable. The CMA denied that there is excess heat in the coal mill, boiler house, foundry, smithy shop, steam loco, welding shop and therefore there was no justification in giving heat allowance to these workers. The CMA further observed that the ACC which owns slag granulation plant, noduliser operators are already getting heat allowance. Similarly workers attending to work in, fluxo pit are given heat allowance, but those working in cement mill have no case for heat allowance as there is no excessive heat in the cement mills.

166. The CMA also opposed any increase in the rate of heat allowance. We had requested the Committee set up for nomenclature of occupations, job description, job evaluation and promotion to recommend to us whether any new categories of workmen should be given heat allowance. The Committee was able to produce an unanimous list of occupations which should be eligible for heat allowance in addition to those who were already getting the heat allowance. The

Committee has also unanimously recommended the percentage of heat allowance to these new categories. The details are found in Annexure No. XII. We accept the unanimous suggestions of the Committee and award accordingly.

We would not like to disturb the existing percentage in the other cases too but we direct that the percentage as heat allowance in all cases should be paid on the revised basic wages we have awarded herein.

167. If any unit is giving heat allowance to any other category not covered by this award, or is paying at higher amounts, than what we have awarded, they shall continue to get the same.

DUST ALLOWANCE

Demand No. 11

The Federation has claimed that:

"All the employees working inside the factory and limestone quarry/mines, including sanitation department, shall be paid dust allowance @ 10 per cent of the total salary per month."

168. The Federation submitted that apart from the packing house workmen, all other workmen also should be paid dust allowance. They have also stated that wherever pozzolona cement is manufactured from fly ash, tile pieces, chute, clay, etc. there is a tremendous amount of dust flying all over the plant. The Federation added that in the quarry also there is lime stone dust in the air. They also pointed out that agricultural crops near the cement factory are adversely affected on account of the cement dust flying about the place. The people of the colony and nearby villages also cannot sleep in the open on account of the cement dust. The Federation therefore stated that all workmen working in limestone quarries, factory and mines should be paid dust allowance @ 10 per cent of their total salary per month.

169. Opposing the demand the CMA stated that there has been no change in the circumstances since our last award and they asked us to reject the demand of the Federation. The CMA alleged, the Federation is seeking an indirect wage increase for all workers by this demand. The CMA claimed that cement dust is not found to be injurious to human health and therefore it does not call for payment of any allowance.

170. It is now too late in the day for the CMA to plead that no dust allowance need be paid, after having paid dust allowance for a number of years. We are convinced that working in a dusty atmosphere is enough to cause discomfort. The workers complained that dust control equipments are not often working effectively.

171. We had referred to the Nomenclature Committee the issue as to whether any additional category of workmen should be eligible for dust allow-

ance. The Committee has unanimously recommended that in addition to the existing categories of employees eligible for dust allowance, certain other categories of workmen shall also be eligible for dust allowance. The details in this regard will be found in Annexure XIII. We accept the unanimous recommendations of the said Committee and the workmen shall be eligible for Dust Allowance accordingly.

Our earlier award in this regard stated that :

"All factories shall supply free of cost 60 grams of jaggery and 20 grams of coconut|mustard|oil every day to workmen working in the packing house or Rs. 10/- per month at the option of the workers. Option once exercised in this regard shall hold good for atleast one year."

We had further determined by that award that such of those factories which are giving this allowance in cash at a higher rate, shall continue to do so notwithstanding our award in this regard. So also those factories which are giving better facilities in kind shall also continue to give the same.

172. We would not like to disturb our earlier award, but since the cost of jaggery and oil has increased in the meanwhile, we would therefore be justified in increasing the cash rate payable for those who have opted for cash. Such payment in lieu of free supply of 60 grams of jaggery and 20 grams of coconut|mustard|oil shall be Rs. 15/- (Fifteen) per month. The other protective provisions of our earlier award shall continue. Some workers we are told prefer Plam jaggery. They may be given plam jaggery instead of cane jaggery where available.

WASHING ALLOWANCE

Demand No. 12

173. The Federation has demanded a washing allowance of Rs. 20/- to all workers. The Federation has tried to justify this demand by saying that the uniforms given get dirty or soiled while working in the cement plant and the washing charges have gone up since our last award.

174. The CMA, on the other hand, opposed the granting of washing allowance even to those to whom uniforms are provided. The CMA wanted our earlier award in this regard to continue undisturbed. In our earlier award we had stated that it would be sufficient if the following categories only were given washing allowance :

"Canteen Cooks, Canteen Vendors, Peons, Ward Boys, Car Drivers, Watch and Ward, Cleaners, Nurses and Orderlies."

A fixed washing allowance of Rs. 5/- per month to each employee in the aforesaid category was granted.

175. We feel that all the employees who have been given uniforms by the company have to get their uniforms washed, not only to appear clean and, but also to make the uniform worth wearing. We would therefore modify our earlier award in this regard. We feel that all employees who have been awarded the supply of free uniforms should also be eligible for washing allowance, in addition to those to whom the company may be giving uniforms on its own in other categories.

176. We agree with the Federation that the washing charges have gone up during the last three years. Therefore, we direct the quantum of washing allowance be raised to Rs. 10/- per month in the case of all those employees who have been awarded free supply of uniforms by our previous award and by this award as well as the category of employees to whom the companies may be providing uniforms on their own. If, however, any employee is already getting a higher quantum of washing allowance that will continue.

LEAVE TRAVEL ALLOWANCE

Demand No. 13

177. The Federation has demand one month's total emoluments to be paid to employees once a year as leave travel allowance unconditionally. The Federation also wants this allowance to be allowed to be accumulated up to three years. The Federation contended that leave travel allowance of Rs. 150/- to all workmen in the industry once in two years awarded on the earlier reference was too low and inadequate. It pointed out that the railway fares have since increased considerably, as also the fares charged by Road Transport Corporations. Hotel charges have also gone up. The Federation pointed out a large number of concerns who are giving leave travel allowance of Rs. 500/- per year or more.

178. The CMA felt that the demand for the enhancement of the quantum of leave travel allowance is uncalled for. The CMA disputed that the railway fares have gone up since our last award. It objected to the statement made by the Federation that officers in ACC and other cement factories are paid higher leave travel allowance as they form a distinct and separate category. The CMA wanted us to confirm our earlier award in this regard.

179. The CMA pointed out that the joint minutes of the discussion dated 10-8-79 between the CMA and the Federation have laid down basis of payment of such allowance and the said basis as jointly agreed to by the parties through bilateral discussions should not be disturbed and the same basis should be allowed to operate (vide Annexure VII). The fares have no doubt gone up since our last award and so have the hotel charges. We would therefore be unrealistic if we allow Rs. 150/- for two years or Rs. 75/- per year to continue. Further we had fixed a low rate of LTA earlier as

it was just a beginning. We are convinced that some increase in the leave travel allowance is called for and it should be made payable once a year. We are of the opinion that Rs. 180/- as leave travel allowance payable every year would be fair looking to all circumstances and we award accordingly.

180. It appears there has been an agreement between the parties laying down a basis for the payment of leave travel allowance as mentioned earlier. We direct that the same basis for the payment of leave travel allowance may continue.

LEAVE FACILITIES

Demand No. 14

181. The Federation's demand relating to leave facilities reads as under :

- "a. 30 days privilege leave with full pay and allowances shall be given to each employee every year without any condition.
- b. 15 days casual leave with full pay and allowances shall be given to each employee every year without any condition.
- c. 21 days sick leave with full pay and allowances shall be granted to each employee every year unconditionally and it shall be allowed to be accumulated without any limit. No medical certificate shall be insisted upon by the employer for sick leave up to six days.
- d. 5 days paternity leave with full pay and allowances shall be granted to each employee whose wife gives birth, to attend to his children and house-hold affairs.
- e. Unavailed privilege leave, casual leave and sick leave should be allowed to be encashed.
- f. While sanctioning sick leave intermittent Sundays should be excluded, as for the case of daily paid operatives."

182. In the last reference also the Federation had made a demand regarding improved leave facilities. The demand at that time was :

"All employees should get the same sick leave and privilege leave as given to the monthly paid employees."

183. This time the demand seeks to enlarge the existing facilities for all and includes a new demand for paternity leave. In our last award, we had stated :

"We therefore direct that all operators i.e. the daily-rated workmen whether employed departmentally or through contractors (except casual or temporary) shall be entitled to 12 days sick leave with full

pay and 7 days casual leave with full pay every year. The workers shall have the right to accumulate the undrawn sick leave up to a maximum of 30 days. If and when the ESI Scheme is introduced in any of these factories now not covered by this scheme, the manner of adjusting the benefits under paid sick leave we have awarded herein against the benefits under the ESI scheme when introduced shall be in the same manner as obtaining in the ACC."

184. We had also taken care in our earlier award to protect the workers who were getting higher leave facilities. The Federation in support to its demand cited the case of Digvijay Cement Works where the operatives were reported to be getting 22 days privilege leave per year. It also cited case of ACC where workmen working in the offices are getting 30 days privilege leave, with the right to accumulate privilege leave up to 90 days, as well as 21 days sick leave with a right to accumulate without any limit.

185. The Federation has not mentioned any instance where paternity leave is granted and we do not want to go into the reasonability of this demand at present. It is sufficient for us to say that we do not want to introduce any new kind of leave in the cement industry and the demand is rejected.

186. The CMA stated that the privilege leave is governed by the Factories Act/Mines Act, and that all the leave facilities allowed by these Acts may not be disturbed.

187. The CMA also observed :

The Law Courts have observed that the number of days leave/holidays are very high in our Country and the courts should be slow in granting additional leave privileges."

188. The CMA pointed out that the Federation's demand for increase of leave facilities was considered by us in our earlier reference and insisted that there is no justification whatsoever in granting more days leave. The leave facilities as awarded by us in our previous reference, which has been quoted above is fair and we do not want to disturb it within such a short span of time. Cement Industry is a continuous process industry, working around the clock throughout the year and we would therefore not disturb our earlier award in this regard. However, workmen who might be enjoying better leave facilities will continue to do so.

FESTIVAL/BANK HOLIDAYS

Demand No. 15

189. By this demand the Federation wants that all employees should be given all Bank holidays as holidays with full salary. This new demand is not covered by our earlier reference. The Federation pointed out that at present, three National Holi-

days, viz. Republic Day, Independence Day and Gandhi Jayanthi Day and four festival holidays are given in ACC. In Andhra Cement Co. Ltd., the Federation stated that 13 National Holidays and festival holidays are granted every year. It also stated that in many other industries the workers are granted more than 7 festival holidays. In the Head Office of ACC and in many other Companies, the Federation stated that all Bank Holidays are allowed as holidays to the workmen.

190. Opposing the demand the CMA stated that several State Governments have enacted legislation for grant of national and festival holidays and have also laid down various conditions or eligibility and grant of such national and festival holidays, as either seven or eight. They said the claim for all Bank holidays to be declared as holidays for cement workers as totally unreasonable. They underlined the fact that the cement industry is a continuous process industry, where the manufacturing process is to be carried on around the clock throughout the year and any increase in the number of holidays would affect the working of the plant.

191. We find that festival holidays are governed by legislation in several states. Such legislation covers both festival holidays and national holidays. While the three national holidays mentioned above are fixed, in each year the festival holidays are fixed in consultation with the workers. We find this is a good practice. Wherever legislation regarding festival holidays apply, we would not like to and to the holidays prescribed in the Act itself. If in any state there is no such law, we direct that such units shall give three national holidays and four festival holidays with full pay each year.

BREAD AND TEA/COFFEE

Demand No. 16

192. This is really a demand aimed at increasing the night shift allowance. In the earlier reference also the demand that night shift allowance should be given to all workers working in the second and third shift was made. We allowed the workers in the night shift, only a cup of free tea if the shift extended beyond midnight or commenced after midnight. Subsequently to our earlier award, both the Federation and the CMA agreed that one cup of free tea will be given to all workmen who work at any time between 10 p.m. and 6 a.m.

193. The CMA wanted that since there has been no material change in the circumstances, we would not modify our earlier award which has only been in force for three years. The CMA had not agreed to the Federation's contention that the night shift increases production and productivity and also reduced the unit cost of production. Even in our earlier award the decision regarding night shift allowance was not that unanimous and one of the arbitrators had appended a Clarifactory Note No. 3 to that award, wherein he had stated that he had agreed with his brother arbitrator in respect of the

night shift allowance for the sake of unanimity, so that no note of discord is struck. We would now like to enlarge our earlier award in respect of night shift allowance granted earlier, by howsoever small, a amount. We award that all workers working in shifts ending after 6 p.m. but not beyond midnight would continue to get one free cup of tea as now; for workmen working in shifts ending beyond midnight or commencing beyond midnight, a night allowance of Re. 1/- per such shift be paid. This cash allowance includes free tea and is not in addition one cup of free tea.

ACCIDENTS

Demand No. 17

194. The Federation wants that employees who have suffered accidents while on duty, should be paid full salary. The Federation stated that at present in the case of accidents while on duty, workers are paid 50 per cent of their wages during the period of absence due to accidents and that the employers deduct from the wages paid to the workmen the amount of compensation if any paid to the workmen from other sources. The Federation therefore wanted that employers should be required to pay full salary for the period of absence covered by the treatment due to the accident.

195. The CMA stated that workmen are entitled to accident benefits under the provisions of the Workmens Compensation Act or the Employees State Insurance Act. The CMA alleged that if full wages are given to the workers for the period of treatment due to any accident it may lead to malingering.

196. We think that workmen who are victims and accidents arising out of and in course of employment, deserve to be sympathetically considered. If on account of an accident the workmen need treatment and is therefore not able to attend to work, they should not be made to suffer financially. We are of the view that full wages should be paid during the period of treatment necessitated by an accident arising out of and in the course of employment. In order, however, to avoid the possibility of malingering, the Company's Doctor must also certify that the period for treatment was genuinely required. We award accordingly.

MEDICAL BENEFITS

Demand No. 18

197. The Federation has demanded full-reimbursement of the medical bills of the employees concerned and their family members. The Federation submitted that the Employees State Insurance Scheme is applicable only to some of the cement factories and not all. The Employees State Insurance Scheme does not also apply to workers in the quarries and workers drawing over Rs. 1,000 p.m. The same demand was made

earlier and we had to deal with this demand in our earlier reference. We had then observed :

"191. Since in most cement plants the quarry workers strength will far exceed the workers employed by the factory, there will be need for adequate medical facilities made available by the employers to the workmen of both the factories as well as the mines. In factories where the E.S.I. Scheme has not been made applicable, then the entire workmen, both in the factories and mines, have to be provided with adequate medical facilities. In all cases, in addition to the first-aid equipments required under the law, Management should provide facilities for medical treatment of all their employees and their families, including those employed in the quarries and those employed in factories. Where the medical facilities in the factories|mines are not adequate, or in the case of diseases, requiring specialist treatment, managements should arrange to get the employees and their dependents treated by such hospitals or by such specialists as might become necessary, provided except in the case of specialist treatment the amount shall not exceed half month's salary of the concerned employee per year.

192. Those workmen who are not provided with quarters and have, therefore, to reside outside, they and their families will have to come to the Company's hospital for treatment on their own. But where the condition of the patient and the nature of the disease are such that the patient cannot reach the Company's hospital on his own in the opinion of the Company's Medical Officer, the Company's ambulance shall bring him/her to the hospital for appropriate treatment either in the Company's hospital or otherwise as aforesaid. We would define family for this purpose as spouse, unmarried sons and daughters, dependent brother|sister|father |mother. In view of our award as stated above, the question of reimbursement will not arise."

198. The Federation submitted that some of the cement factories are already giving full reimbursement of the medical expenses. The Federation stated that the working conditions in the cement factories and quarries are unhealthy and unhygienic. It wanted that workers should be given a choice to select the specialist for treatment and reimbursement should be allowed automatically.

199. The CMA denied that the working conditions in the cement factories and quarries are unhygienic and unhealthy. It also insisted that certification for specialised treatment must remain with the Company's Medical Officer in order to avoid abuse.

200. Having considered all aspects of the matter, we feel that we should not disturb our earlier award in this regard. The earlier award cited above (para 191 and 192) will therefore continue to be operative for the period of this award also. As in the earlier cases, if the Company is giving better facilities including full reimbursement they will continue.

EDUCATION ALLOWANCE

Demand No. 19

201. The Federation wants that employees who have children studying in high schools and colleges should be given Rs. 100 per month per child as education allowance. The Federation stated that in the ACC, the non-workmen category of employees are given education assistance of Rs. 100 per month per child upto two children. It pointed out that the cost of education particularly for studies outside in High Schools and Colleges has gone up considerably. Many employees have their children studying in High Schools and Colleges outside and they get no assistance from the Companies.

202. The CMA on the other hand, observed that it is the responsibility of the state to provide education. The CMA further submitted that the Cement Wage Boards while fixing the minimum wages for different categories of employees, took into consideration all expenditure of miscellaneous items which includes expenditure on education also. Justifying the grant of Rs. 100 per month per child to the Officers in ACC, the CMA stated that the ACC owns seventeen cement factories spread out in different states of the country and that the Officers are frequently transferred from one factory to another, causing serious difficulties. The Officers, therefore, have to keep their children in a hostel, thereby incurring additional expenditure. Considering that the payment of Rs. 100 per child studying upto 12th standard is justified and that it cannot be cited by the Federation to justify its demand in respect of workers who are recruited to one factory and are not generally transferred elsewhere.

203. It cannot be denied that the cost of education in recent times has increased and the provision in this regard in wages would only be nominal. It will therefore be appropriate to consider some relief to workers in this regard. The demand of the Federation for Rs. 100 per month per child is very high. We are of the opinion that an employee whose children are studying in

Schools/colleges/technical institutes shall be grant, Rs. 120 per annum as Education Allowance irrespective of the number of children. We award accordingly.

CONVEYANCE ALLOWANCE

Demand No. 20

204. The Federation has demanded that the employees who have to report for work in factories, quarries or at water pumping stations or magazines or any other place, where they are detailed to work, should be paid Rs. 20 per month as conveyance allowance. The Federation submitted that in many cases, quarries and factories, pumping stations and magazines are situated far away and the workers have to travel long distances to report for work. No transport, subsidised of free, is provided to them. The Federation cited a few instances where employers in the cement industry provided conveyance allowance to Officers, a Rs. 120 per month as scooter allowance and Rs. 300 p.m. as car allowance. The Federation, against this backward, stated that it has only made a modest demand of Rs. 20 as conveyance allowance.

205. The CMA countered this demand by saying that the cement industry is basically a village based industry and added that most of the Companies provide housing colonies which are generally situated close to the factory/mine. The CMA further added that a large number of workmen come from nearby villages and therefore do not require conveyance as such to report at the place of work. The CMA felt that the wages already fixed takes into account the conveyance charges and therefore there is no justification of granting a separate conveyance allowance. Regarding the reference of car and scooter allowance to officers, the CMA stated that all officers do not get this allowance and therefore the comparison is not on all fours. It characterised the demand for Rs. 20 as conveyance allowance to all workmen as an attempt to get an increase in wages.

206. We are of the view that workers who live in colonies provided by the Company close to the mines/factories need not be given any conveyance allowance. By the same argument there is a case for some conveyance allowance to those workers who have not been provided with company quarters or free or subsidised transport. These workers should be given some conveyance allowance. If the Officers are given car or scooter allowance, the workmen may atleast be given a cycle allowance. We think it would be fair to give a cycle allowance of Rs. 10 per month to all workmen who have not been provided with Company's quarters or with free or subsidised transport. We award accordingly.

HOUSING ADVANCE

Demand No. 21

207. By this demand the Federation wanted that every employee should be given an advance equivalent to his 40 months salary/wages, free of interest, for the construction of his/her house, the recovery of the amount to be made in 160 monthly instalments.

208. The progress of labour housing in industries generally, and in the has not been satisfactory therefore assist the workers their own houses. The Federation cited the examples of L.I.C. and other Public Sector undertakings where loans for house construction are being given to their employees by the employers.

209. The CMA opposed the demand and calls granting of 40 months salary free of interest 'outrageous'. The CMA has reiterated that the financial position of the industry cannot bear such a heavy burden when the industry is already struggling for funds for rehabilitation and modernisation. The CMA is perhaps referring to the pre-partial decontrol situation. All the same, labour also has to be housed even as the machine. If the workers are not properly housed it will tell upon their efficiency. In this connection, during the argument we had to refer to certain facts brought out during the hearing. The Management of Madras Cements appear to have already taken on hand a programme for cent per cent labour housing in a phased manner financed by the Company. We think the industry should adopt this good example. If the industry is not able to provide full housing, it should at least help workers who are prepared to build their own houses. We would therefore direct that every cement plant sets up a rolling fund of not less than Rupees five lakhs to begin with, and out of this fund, loans may be granted at 6 per cent interest per annum for house-building purposes.

210. Workers who have put in more than ten years of service should be eligible for the house building loan. The recovery period should not be more than 15 years and the dues may be recovered from the wages of the workers concerned. Naturally until the last instalment is recovered, the house will stand mortgaged to the employer. We award accordingly.

PENSION SCHEME

Demand No. 22

211. The Federation has demanded introduction of a pension scheme to cover all employees in the industry. The Federation stated that the benefits under the existing provident fund and gratuity schemes are not adequate to enable the

workmen live even in minimum comfort after their retirement and that there are many industries where three terminal benefits are granted to workmen and that the third is the pension benefit.

212. The CMA opposed the demand and stated that the demand for superannuation scheme to workers of ACC was raised in the past before the Industrial Tribunal, Ahmedabad; and after examining the said demand, the Tribunal rejected the claim of the workmen. The CMA also took exception to the comparison to the service conditions of officers. The CMA submitted that the retirement benefits already available to the workmen in the cement industry are adequate and the demand for the introduction of the pension scheme in addition was totally unjustifiable.

213. We find there is already the Employees Provident Fund Scheme, under which every year the employees contribute roughly a month's wage @ 8 per cent and the employers make a matching contribution. Out of this a certain percentage is being diverted to a Family Pension Scheme. There is also a scheme for payment of gratuity under the statute. The deposit-linked insurance scheme is also available to them. In view of these already existing benefits, we do not think that a further pension scheme also should be introduced for the workers in this industry now.

ACTING ALLOWANCE

Demand No. 23

214. The Federation's demand for acting allowance is as under :—

"When an employee works in place of another employee who is in higher grade or post, the difference in the pay of the employee concerned with a minimum of 10 per cent of the total salary of the employee who is acting shall be paid as acting allowance to the employee who acted/officiated. The Acting Allowance should be paid to an employee even if he acts or officiates for a day in a higher post or grade."

215. The Federation admitted that in the earlier second reference to us, the demand for acting allowance was considered by us and during the proceedings before us the parties agreed to a proposition made by the board, namely that if the worker is called upon to act in a higher post he should be given the difference between the minimum of his scale and the minimum of the higher grade in which he is called upon to act as acting allowance. While in the case of daily-rated employees such acting allowance should be paid even if he acts for one day, in the case of monthly rated employees, such allowance will be payable only if he

acts in the higher post for not less than 7 days in a month, and those 7 days need not be continuous.

216. Our earlier award also had taken care to ensure that if employees in any undertaking are getting acting allowance at a more favourable rate or gets the acting allowance for acting for a shorter period such benefit shall be continued.

217. The Federation stated that the existing acting allowance based on our aforesaid earlier award is not adequate. It stated that in some other industries acting allowance is given at the rate equivalent to the difference between the total salary of the person officiating and the person for whom he is officiating, with a minimum of 20 per cent of the total salary, but no such Company's name was specifically mentioned before us. Neither were we able to have access to such a scheme prevailing in any company.

218. The CMA pointed out that the Federation has not been able to make out any case for the revision of the existing scheme of acting allowance. The CMA underlined the fact that the present scheme was the result of the agreement reached before the arbitrators in 1978 and this agreement has been unanimously accepted by the Management and workers at all levels. We are of the opinion that the existing scheme of acting allowance, based on the agreement between the parties before us in the earlier reference should not be disturbed and, therefore, we award that the existing scheme shall continue.

CONTRACT LABOUR

Demand No. 24

219. By this demand the Federation wanted that no contract labour shall be engaged inside the factory or in the mines or on repair jobs of the roads of the mines or on the connecting road where the Company's dumpers and trucks ply to feed lime-stone to crushing plant.

220. The Federation's case was that various cement factories are resorting to malpractices by employing contract labour in the factory or mines or on the repair jobs of the roads leading to mines or the connecting road where the Company's dumpers and trucks ply to feed lime-stone to the crushing plant. The Federation contended that this work is of a regular and permanent nature and connected with the work of the factory or quarry. The Federation alleged that some employers employ contract labour even for process jobs in the factory. The Federation wanted that all the workmen now engaged under the contract system in such jobs should be departmentalised.

221. The CMA pointed out that the question relating to the abolition of contract labour system in the cement industry was considered at length by

us in our previous award dated 26th September, 1978. The CMA observed that our earlier award allowed contract labour to be employed for loading (including packing) unloading operations as stated by the First Wage Board for Cement Industry.

222. The CMA further submitted that the Parliament while enacting the Contract Labour (Regulation and Abolition) Act, 1970 recognised the necessity of employing contract labour in certain occupations where the nature of the work is fluctuating and is not full-time.

223. But in this case the Federation has alleged that it is in such occupations where the nature of work is not fluctuating and is full time that contract labour has been employed.

224. The CMA further denied that cement factories are resorting to malpractices. The CMA also stated that in view of the aforesaid legislation, the arbitration board has no jurisdiction to entertain and adjudicate the present demand.

225. In our earlier award dealing with the subject of abolition of contract labour, the CMA took the same stand saying that we have no jurisdiction to direct abolition of contract labour after the Contract Labour Abolition and Regulation Act had come into force. The matter was argued before us at great length and finally we gave our award, which read as under :—

"164. The aforesaid unanimous recommendations of the First Wage Board to which labour and management in the Industry are parties have been accepted by the Government and implemented by the industry by and large from 1960. Therefore, contract labour stands abolished by the unanimous recommendations of the Wage Board as far back as 1960 in all occupations, except unloading, loading and packing. It has also been settled finally by the Wage Board and accepted by the Government and the industry that contract labour wherever employed should get the same rates of wages, allowances and other benefits and amenities as the departmental labour. The only exception is those employed in construction work or work of a purely temporary nature, not connected with the manufacturing process. Thus all these issues are settled issues.

165. If after the recommendations of the First Wage Board, which has been accepted by the Government and implemented by the industry, any employer in the industry has resorted to employment of contract labour in any occupation other than those permitted by the

First Wage Board, it would amount to an aberration and an unfair practice by the employer concerned. Therefore, to correct such aberration and direct the employers not to persist in such unfair practice but to employ such labour as regular departmental workers is well within our jurisdiction.

166. We, therefore, direct accordingly that no contract labour shall be employed in the industry by the employer, except in loading (including packing) and unloading operations as stated by the First Wage Board and where an employer employs contract in any other occupations, such labour shall be made regular departmental employees under the employers and made eligible to the same wages, D.A., bonus and other allowances under our award as other regular employees under the employer, provided they give corresponding workload obtaining for similar occupations in units near about, where their compeers are getting Wage Board Rates. We further direct that all workers employed in the permitted occupations of loading (including packing) and unloading, shall be given the same wages be a bonas and other benefits as are given to the regular employees of the Company."

226. The employment of contract labour already stands abolished except in the case of loading of cement, which includes packing, and unloading of coal, etc. It is therefore an agreed position that contract labour will not be employed in any other occupation and that the contract labour (Abolition and Regulation Act) will not come in the way if we direct that the agreement in respect of contract labour from the days of the First Wage Board should be adhered to by the employers. We, therefore, direct that the unanimous recommendations of the First Wage Board in this regard should be strictly adhered to.

HEAVY DUTY ALLOWANCE

Demand No. 25

227. The Federttion has demanded that all operations of Dozers, Truck, Lorry, Bus Dumpers, Fork-lift Truck, Shovel, Halco Drill, Loco, Crane or any other heavy earth-moving machinery shall be paid heavy duty allowance of Rs. 52 per month.

228. Both the Federation and the CMA invited our attention to our earlier award on this subject. In that award we had granted a heavy duty allowance of Rs. 15 p.m. to all heavy vehicle drivers i.e. truck/lorry with heavy vehicle licence. The Board, when requested to clarify "heavy vehicle" referred to in the award, clarified that this allowance will be payable to heavy equipment operators who were covered by the agreed

occupation nomenclature, serial No. 40 of our earlier award.

229. Serial No. 40 refers to heavy equipment as Excavator|Shovel operator, Dumper, operator, Bull Dozer driver, Drag line operator, Quarry heavy equipment operator. Now the Federation wants that other operators also who perform heavy duty such as bus driver, dumpers, fork-lift truck, crane operators, loco drivers etc. should be given heavy duty allowance.

230. The Federation has also demanded an increase in the allowance from Rs. 15 to Rs. 52. The CMA opposed the extension of this allowance to any other category beyond what has been covered by serial No. 40 in our earlier award. It does not also agree for any increase in heavy duty allowance.

231. We had appointed a committee on nomenclature this time also consisting of two representatives, one from the CMA and one from the Federation, to consider the need for extending this allowance to any further category, as demanded by the Federation, the Committee has recommended unanimously the inclusion of certain new categories as eligible for heavy duty allowance. The details will be found in Annexure XIV. We accept the unanimous recommendation of the Committee and award accordingly. report of the committee will be found in Annexure VII.

232. As regards the quantum of heavy duty allowance, we feel that there is a case for some increase but not of the order of Rs. 52 demanded by the Federation. We think it will be fair to both to increase the heavy duty allowance to Rs. 26 per month and we award accordingly.

CITY ALLOWANCE

Demand No. 26

233. The Federation has demanded 10 per cent of salary/wages as city allowance every month to all workers working in factories, quarries and offices which are situated near cities. In justification of this demand the Federation submitted that some factories are situated near the city and some are situated inside the cities where the cost of living is naturally high. It quoted the instance of cement factories situated in Porbandar, Dwarka, Vijayawada, Visakhapatnam, Satna, Ahmedabad, Sewri, Okla, Madukarai, etc.

234. The CMA countered the demand saying that workmen in the cement industry are already among the highest wage-earners in the country, and the cement industry is generally located in the rural areas away from big cities. When the Board is attempting an industry-wise adjudication on a national scale, consideration of any such allowance would lead to discontent among workers in other

factories. Although city compensatory allowance is a component of the wage/salary for Government employees, for workmen in cement industry, various adjudicating authorities in the past did not include the said component in the total wage payable, to workmen in various categories.

235. We see some force in the argument of the CMA and we are not in favour of granting any city allowance.

SKILLED ARTISANS

Demand No. 28

236. The Federation wants that all skilled artisans should be promoted to the next higher grade after every 5 years of service in that grade.

237. The CMA opposed this demand saying that there is no justification for the demand that skilled artisans should automatically be promoted to the next higher grade after 5 years of service.

238. The CMA added that if this were agreed to then a similar demand from all other categories of employees also would follow. This demand involves promotion policy. Promotion of workers from one grade to another would depend upon several factors like knowledge, skill, qualification, experience, suitability and existence of vacancies in the higher grades. We had already discussed the demand for automatic promotion in our earlier award and rejected the same. We have not been convinced that our stand in our earlier award needs any change. The demand, if conceded, will create confusion, as people doing the same work would be in different grades. We therefore do not concede this demand this time too.

CEMENT AT CONCESSION PRICE

Demand No. 29

239. We made a recommendation in our earlier award that all workmen with 10 years service and more be supplied 10 tonnes of cement at ex-factory rate, once in their own life time, for building their own houses. At that time, the entire cement supply was controlled by the Government. It was not in the hands of the employers to sell cement to anybody they liked. Government did not agree for supply of 10 tonnes of cement to workers and therefore that recommendation was a dead letter.

240. This time the conditions are different. The industry is prosperous and free market sale is also allowed. The employers in the cement industry must show some consideration to the workers in the supply of cement to them to build houses for themselves. We think it would be fair for the Government to ensure supply of 10 tonnes of cement out of the levy quota to the cement workers, who have completed 10 years of service for building their own house. Employers for

their part should ensure that the price charged is concessional, atleast 10 per cent less than the retention price, fixed for naked cement. This facility should be extended only once in a lifetime of a worker on his completing ten years service.

GRATUITY

Demand No. 30

241. The Federation has demanded one month salary including house-rent allowance, to be paid as gratuity for every year of service to all employees at the time of retirement; and that the payment should be made within a month from the date of leaving service. There should be no ceiling on the amount of gratuity paid. The CMA stated that the industry can ill-afford to pay anything beyond what is already payable under the Payment of Gratuity Act.

242. The CMA, however, admitted that in ACC employees who have put in long and meritorious service of 25 years and above are given additional gratuity as exgratia on the Company's sole discretion and not as a matter of right. The CMA objected to any alteration in the statutory scheme of gratuity.

243. The scheme of gratuity under Payment of Gratuity Act provides only a minimum and it does not bar a better scheme of gratuity being awarded. The demand by the Federation to award one month's pay, including house rent allowance, as gratuity for every year of service in addition to the Provident Fund, we are afraid, is a bit too high and we do not think it proper to alter the provision that 15 days pay as gratuity for every year of service be paid. While counting the years of service, however, we direct that 240 days actual work should be insisted upon only in the first year of service and not in every year. Once an employee becomes a regular employee, he should get his gratuity for every year of service and the employer shall not insist on 240 days attendance in every subsequent year of service for being eligible for gratuity for that year. All permanent employees should get gratuity at the rate of 15 Days wages/salary for each year of his service determined as above, without any qualifying attendance limit in every year.

PROVIDENT FUND

Demand No. 31

244. The Federation demanded that the present 8 per cent contributory provident fund should be raised to 10 per cent. The Federation stated that already in the cement plants in Satna, Andhra Cement Company, the non-workmen categories of employees are getting 10 per cent contributory provident fund. The Federation wanted this benefit should be extended to all employees in the entire cement industry.

245. The CMA is not in favour of raising the rate of contribution to Provident Fund from 8 per cent to 10 per cent.

246. We find that even the illustration given by the Federation only relates to non-workmen. We would therefore allow the existing rates of Contributory Provident Fund scheme to continue till the government itself increases the rates.

LOANS FOR PURCHASE OF VEHICLES

Demand No. 32

247. The Federation demanded that loans on liberal terms should be given to workmen category to purchase vehicles free of interest. The Federation stated that such facilities are given to officers and should also be given to workmen.

248. The CMA saw no justification in this demand. The CMA further submitted that all the available funds should be harnessed for further strengthening the industry; and that the industry can ill afford to consider such demand as the present one. We also feel that since the workmen are living in the colonies or in the nearby villages and since we have given a cycle allowance of Rs. 10 per month to all workers who have not been provided with company quarters or subsidised or free transport, we do not see any justification for this demand at present.

INTERIM RELIEF

Demand No. 33 (Please see Annexure No. V)

DATE OF EFFECT

Demand No. 34

249. The Federation wanted that our award should come into effect from 1st October, 1981, i.e. from the date following the expiry date of our previous award.

250. The CMA objected to any retrospective effect to our award. However, after some arguments, both parties, agreed in writing before us that our award should come into effect from 1st January, 1982 and shall remain in force till 30th June, 1986. The agreement itself will be seen in Annexure XI. Whilst there can be no difficulty in making the award come into effect from 1st January 1982, there may be legal difficulty in our saying that our award shall be in force till 30th June, 1986, in spite of the agreement between both the parties.

251. According to the present provisions of the Industrial Disputes Act of 1947 Section 19(3) and award can be in force for only one year. There is a glaring anomaly in that if the parties agreed before the Conciliation Officer saying that the settlement would be binding up to 30th June, 1986 it would be legally valid. But if the parties

agreed in writing before the Board of Arbitrators, to have the life of the award till 30th June, 1986, it will not be legally valid, even if the Arbitrators make their award in terms of the agreement between the parties. This is a serious anomaly. Such a situation will not conduce to abiding harmony in industrial relations, particularly where an award determining pay scales, etc., which has to be operative for some years. The Government is reported to be thinking of amending the Industrial Disputes Act. We hope the Government will consider this particular aspect also while amending the Act.

252. Even though the life of the award can technically come to end after one year, it is still open to the Government to extend the life of the award. There is a provision to Sub-section 19(3) of the Industrial Disputes Act 1947 which reads as under :

“Provided further that the appropriate Government may, before the expiry of the said period, extend the period of operation by any period not exceeding one year at a time as it thinks fit, so however, that the total period of operation of any award does not exceed three years from the date on which it came into operation.”.

253. Even if the Government act under this provision, it could only extend the life of our award from time to time upto 31st December, 1984. But the parties have agreed that the award shall be in force up to 30th June, 1986. We hope that it would be possible for the Government to amend the Industrial Disputes Act before 31st December, 1984, providing that “an award shall be in force for one year or for such period as may be mentioned in the award itself.” We are of the view that the present award must be in force from 1st January 1982 to till 30th June, 1986 as agreed to by the parties themselves. The arrears will be paid in two equal instalments, the first on or before 25th August 1983 and the second on or before 25th November 1983.

GENERAL

Demand No. 35

254. The Federation wants that all existing employees should be brought under monthly paid system with all consequential benefits. The CMA opposed this demand on the ground that conditions of service of daily-rated operatives and monthly-paid staff differ. The CMA further added that the First and Second Central Wage Boards for the cement industry had approved the prevalence of the two systems. The CMA further stated that the Bipartite Wage Negotiating Committee also did not make any change in this regard. The daily rated system has been in vogue in the

industry for a long time and still continues in other industries also.

255. If it was the intention of the Federation to secure better privileges in the form of leave, additional dearness allowance, etc., these issues have been individually dealt with by us on merits. Therefore we do not see any necessity to consider this blanket demand at present.

256. By the second demand under No. 35 the Federation wanted that :

“All employees shall continue to get their existing rights, benefits and privileges, etc.”

We have already made it abundantly clear while dealing with each item in our award that if the existing terms, facilities or privileges are higher than what we have awarded in respect of that item, the higher terms, benefits and privileges will continue to be operative, notwithstanding our award.

257. We should like to reiterate here in a general way, by way of abundant caution that even if we had not mentioned with respect to any particular issue that wherever the existing rights, benefits and privileges are higher than what we have awarded in respect of any item, those higher rights, benefits and privileges shall continue to be available to the workers without our saying so expressly. We will also add as an overall saving provision, that none of the existing rights, benefits and privileges shall be reduced or denied to the workmen because of our award.

258. With this we come to the end of our award. But before parting with the case we would like to congratulate the parties for choosing once again the machinery of voluntary arbitration to settle the numerous disputes between them. These disputes are not confined to any particular plant but cover all the units in the industry throughout the country. This is thus the second time that the Cement Manufacturers Association of India and the Indian National Cement and Allied Workers Federation, representing the majority of the workmen in the cement industry have chosen voluntary arbitration.

259. This has been a unique experiment in industrial relations in our country. For the second time we have been able to give a unanimous award in respect of all the issues. The Cement Manufacturers in the country as well as the workers in the cement industry have thus pioneered a solution through arbitration on a National scale to the several knotty industrial disputes. This is worthy of emulation by others too, wherever bipartite negotiations fail or where collective bargaining or official conciliation fails. We would recommend the Government to explore the possibility of making voluntary arbitration as the normal way

of settlement of all disputes that could not be settled by bipartite negotiations or official conciliation. We would also recommend to the Government to further strengthen the arbitration system by suitable amendments to the present Industrial Disputes Act 1947.

260. We would like to record the excellent co-operation we received from both the CMA and its members on the one hand and the Indian National Cement and Allied Workers Federation as well as the Bharatiya Mazdoor Sangh and the National Labour Organisation and their affiliates on the other. We are grateful for the positive attitude adopted by the parties throughout the proceedings.

261. We would also like to record our appreciation of the excellent Secretarial support provided by Shri V. J. Tamhane, whom the CMA was good enough to place at our disposal. But for Shri Tamhane's dedicated efforts and ever-willing assistance, our work could have been more difficult. Our grateful thanks are also due to the other staff at the Board Secretariat, including the Stenographers, who have lessened our burden by their excellent co-operation.

Sd/-
(G. RAMANUJAM)

Sd/-
(R. P. NEVATIA)

Bombay, 11th July, 1983
BOMBAY

ANNEXURE I

MINISTRY OF LABOUR

ORDER

New Delhi, the 1st January 1982

S.O. 2(E).—Whereas an industrial dispute exists between the employers in relation to Cement Manufacturers Association Express Building Churchgate Bombay and its workmen represented by Indian National Cement & Allied Workers Federation, Mazdoor Karyalaya, Congress House, Bombay,

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of the sub-section(1) of section 10A of the Industrial Disputes Act, 1947 agreed to refer the said dispute to arbitration by the persons specified therein and a copy of the said agreement has been made available to the Central Government.

Now therefore in pursuance of sub-section (3) of Section 10A of the said Act the Central Government hereby published the said Agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947).

BETWEEN

Name of the Parties :

Representing employers : Cement Manufacturers' Association, Express Building, Opp. Churchgate Railway Station, Bombay-400020.

Representing Workmen : Indian National Cement & Allied Worker's Federation, Mazdoor Karyalaya, Congress House, Bombay-400004.

PREAMBLE

Whereas the Indian National Cement & Allied Workers' Federation (hereinafter referred to as the INCAWF) by its letter No. HF 17/27/31/7 dated 27th/31st July 1981 addressed to the Cement Manufacturers' Association (hereinafter referred to as CMA) had served Notice of its intention to terminate the Award of the Board of Arbitration dated 26th September, 1978 which Award was published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 21st October, 1978 from page No. 2871 to 2929.

And whereas the INCAWF had submitted a charter of demands dated 30th September, 1981 to CMA under cover of its letter No. HF : 49/30/9 dated 30th September, 1981 which charter of demands was amended by its subsequent letter Annex. No. HF : 17/30/10 dated 30th October, 1981. Annexed hereto is a copy of the Charter of Demands dated 30-9-1981 as amended :

And whereas the parties held negotiations with a view to arrive at an amicable settlement ;

And whereas on failure of the negotiations to arrive at an amicable settlement, the parties have agreed to refer the disputes, viz. the demands raised by INCAWF (Annexure) to Board of Arbitrators under Section 10-A of the Industrial Disputes Act, 1947 ;

And whereas according to CMA the Arbitrators should take into account, amongst other matters, the general economic condition financial resources of the Cement Industry, paying capacity and level of productivity of the constituent Units and according to the INCAWF other relevant factors have to be taken into account by the Arbitrators ;

And whereas the parties have further agreed to request the Central Government that in view of the fact that the INCAWF represent majority of workmen and the CMA represents all the employers in the Cement Industry, the arbitration should be on a national level covering all the Cement Units

and all their workmen and that the Central Government should therefore issue notification under section 10-A (3-A) of the Industrial Disputes Act, 1947 ;

It is hereby agreed between the parties to refer the following industrial disputes to the arbitration of :

- (1) Shri G. Ramanujam, 2/44, Royapettah High Road, Madras-600014 ; and
- (2) Shri R. P. Nevatia, Hindustan Sugar Mills Ltd., Bajaj Bhawan, Nariman Point, Bombay-400020.

- | | |
|---|---|
| (i) Specific matters in dispute ; | Whether the demands as contained in the Charter of demands dated 30th September 1981 submitted by INCAWF as amended by its subsequent letter dated 30th October 1981 (Annexure); are justified. If so, to what relief, are the workers entitled ? |
| (ii) Details of the parties to the disputes including the name and address of the establishment or undertaking involved ; | (a) Cement Manufacturers' Association, Express Building Opp. Churchgate Railway Station, Bombay-400020.

(b) Indian National Cement & Allied Workers' Federation Mazdoor Karyalaya, Congress House, Bombay-400004 |
| (iii) Name of the workmen in case he himself is involved in the dispute or the name of the Union, if any, representing the workman or workmen in question ; | Indian National Cement & Allied Workers Federation. |
| (iv) Total number of workmen employed in the undertaking affected ; | 90,000 (Approximately) |
| (v) Estimated number of workmen affected or likely to be affected by the dispute ; | 90,000 (Approximately) |

We further agree that the unanimous decisions of the Arbitrators shall be binding on the parties. In case the Arbitrators are divided in their opinion they shall appoint another person mutually acceptable as Umpire, whose Award shall be binding on the parties.

The Arbitrators shall make their Award within a period of six months from the date of publication of this Agreement in the Official Gazette by the appropriate to Government or within such or further time as is extended by mutual agreement by the parties in writing.

The cost of the arbitration will be borne by the employers. If there is any dispute on admissibility and reasonableness on the question of cost, the Arbitrators will decide the dispute.

Dated at Bombay this 4th day of December, 1981.

Signature of the parties :

Representing employers :

Representing workmen :

For and on behalf of the
Cement Manufacturers' Association

For and on behalf of the
Indian National Cement &
Allied Workers' Federation.

Sd/-
(PRESIDENT)

Sd/-
(H. N. Trivedi)
(President)

Witnesses :

(1) Sd/-

(2) Sd/-

Witnesses :

(1) Sd/- R. P. Mishra

(2) Sd/-

Consent of Arbitrators

(1) G. RAMANUJAM
GENERAL SECRETARY
Indian National Trade
Congress

45, ROYAPETTAH HIGH ROAD
Madras-600014
15th November, 1981

Shri H. N. Trivedi,
President, Indian National Cement and
Allied Workers' Federation,
Congress House, Bombay-4.

Dear Shri Trivedi,

I have your kind letter of the 12th instant. I hereby convey my consent to act as Arbitrator over the dispute arising out of the demands by the Indian National Cement and Allied Workers' Federation.

With regards,

Yours sincerely,

Sd/- G. Ramanujam

(2) R. P. NEVATIA
Bajaj Bhawan
2nd Floor
226 Nariman Point
Bombay 400021
30th November 1981

Shri S. Krishnaswami

President

Cement Manufacturers' Association
Bombay-20.

Dear Sir :

I hereby agree to work as Arbitrator for settlement of the matters in dispute between the employers and employees in the cement industry.

Yours faithfully,

Sd/- R. P. Nevatia.

ANNEXURE

Statement required under the Industrial Disputes Act, 1947.

1. Parties to the Disputes ; The Chairman, Cement Manufacturers' Association, and Members of Cement Manufacturers' Association, Express Bldg., Churchgate, Bombay-400001

2. Nature and Cause Demands of the workers
of the dispute : below:

CHARTER OF DEMANDS (AS AMENDED)

1. All following employees shall be covered by this Charter of Demands as detailed below effective from 1-10-1981.

- (a) All employees-full time, part time, seasonal, permanent, temporary, probationer, casual, NMR, Trainee, Apprentice, Contract Labour and others.
- (b) All employees working in new and old Cement factory and mini factories, Mines, Offices, Colony, Schools, Lifts and Recreation clubs etc.
- (c) All employees working in the limestone, Lime Kankar, gypsum, latrite, chert and marine-labour and all employees in mines leased by the government directly or lease obtained by the contractor.
- (d) All employees working in the lime stone Mines leased obtained by third party but bulk quantity of the output consumed by the cement companies.
- (e) All employees working in brick or lime kiln owned by the company or by third party but the bulk quantity of the product is consumed by the cement companies.
- (f) All employees working in the lorries, trucks, trailers, etc. owned or hired by the Company or by the third party used for the transport of cement, lime-stone, bricks, lime, slag, gypsum, sea-sand and fly-ash etc.

2. Minimum Emoluments.—Minimum total emoluments for an unskilled employee shall be Rs. 1000.50 per month by dividing it as under :

	Rs.
Basic wages	520.00
Dearness allowance for index number 435 @ 2.30 per point over and above index number 260 of All India Consumer price Index (Base-1960=100)	402.50
House Rent Allowance.	78.00
TOTAL	1000.50

3. Scale of Pay.—The following scales of pay shall be introduced.

'E' 520-10-620-12-740
'D' 533-12-653-13-783
'C' 559-15-709-17-879
'B' 598-18-778-20-978
'A' 650-25-900-30-1200
'TC' 540-12-650-18-790
'P' 560-15-710-17-880
'IP' 580-18-760-20-960
'IIP' 600-20-800-22-1020
'IV' 650-25-900-30-1200
'V' 670-27-940-32-1260
'VI' 700-30-1000-35-1350
'VII' 725-35-1075-40-1475

4. Dearness Allowance.—Over and above 260 points of All India Consumer Price Index (Base—1960=100), Rs. 2.30 per point shall be paid as dearness allowance.

5. Additional Dearness Allowance.—15 per cent of basic wages shall be paid as additional dearness allowance to all the employees except those in 'E' grade.

6. House Rent Allowance.—House Rent Allowance shall be paid on the following rates :

'E' 'D' and 'TC' Grades—Rs. 78.00 per month, 'C' 'B' and I and II Grade—Rs. 91.00 per month, 'A' 'III' 'IV'. 'V', 'VI' Grades—Rs. 104.00 per month, VII Grades—Rs. 115.00 per month.
--

7. Guaranteed Increase and Adjustments:—All employees shall be given a salary increase of not less than Rs. 350 per month as guaranteed increase. The guaranteed increase shall be added to the existing total emoluments as on 30-9-1981 consisting on basic wages, dearness allowance, additional dearness allowance, house rent allowance and award increase and reworked into the new basic wages, dearness allowance, additional dearness allowance and house rent allowance. If the new basic wage of any employee falls below the minimum of the new grade as a result of reworking, his basic wage shall be brought up to the minimum of the grade applicable.

481 GI/83—6

If the new basic wage falls in between the two steps in the revised demanded grades applicable as a result of reworking the basic wage it shall be brought the next higher pay step of the new grade.

After arriving at the new basic wage as mentioned above one increment of new scale for every two years of service shall be added in the basic wages as service weightage.

8. House Rent Recovery.—House rent for the quarters provided by the Company may be recovered on the following basis :

- (a) For quarters roofed by tiles, Sheets, leaves, without electricity Rs. 5.00 per month or the but existing whichever is less.
- do- with electricity Rs. 10.00 per month
- (b) Pucca quarters with latrine kitchen, bath-room (one room tenement) without electricity Rs. 25.00 per month
- do- with electricity Rs. 30.00 per month
- (c) Two-room quarters with latrine, bath-room and kitchen without electricity Rs. 40.00 per month
- do- with electricity Rs. 45.00 per month
- (d) Other bigger quarters with kitchen, bath-room, latrine store-room, veranda but without electricity Rs. 60.00 per month
- do- with electricity & Fans in two rooms. Rs. 100% deduction.

NOTE : No deduction shall be made for electricity and water supply. Wherever lesser rent is recovered than mentioned above that shall be continued, and whenever better facilities are provided they shall also be continued.

9. Uniforms.—(i) All employees shall be supplied with four sets of uniforms including four pants and four shirts—two full-sleavs and two-half-sleavs. Two pants and two shirts shall be of terry-cotton, every year.

(ii) All employees who are engaged to work on the jobs on piece-rate system at mines, etc. shall be given uniforms like other piece-rated employees of packing plant and coal gang.

(iii) Shoes.—All employees shall be supplied with two pairs of shoes every year.

(iv) Rain-Coats.—Quality rain-coats should be supplied to all employees who have to move in open during monsoon particularly the employees of electrical department, quarries, sweepers, drivers, dragline operators, cleaners working on shovel and dumpers, heavy vehicle operators, gangmen, silon attendants, lab. staff, pump attendants, etc. every alternate year.

(v) Woollen Jerseys.—Quality woollen jerseys should be supplied to all employees working in sanitation department, quarries, heavy vehicle operators and their mazdoors and helpers, car and truck drivers etc. every alternate year.

(vi) Helmets.—All the employees who work in departments where accident chances are likely shall be supplied helmets.

10. Heat Allowance.—All employees working in kiln section, coal mill, boiler house, foundry, smithy-shop, steam loco, welding shop, slag factory, noduliser plant, cement mill fluxo and cement mill shall be paid heat allowance at the rate of 10 per cent of total salary per month.

11. Dust Allowance :—All employees working inside the factory and limestone quarry, mines, including sanitation department shall be paid dust allowance at the rate of 10% of total salary per month.

12. Washing Allowance:— All employees shall be paid Rs. 20 per month as washing allowance to wash uniforms, etc.

13. Leave Travel Allowance:— One month's total emoluments shall be paid to every employee once a year as leave travel allowance, unconditionally. It shall be allowed to be accumulated upto 3 years.

14. Leave Facilities:— (a) 30 days privilege leave, with full pay and allowances shall be given to each employee every year without any condition.

(b) 15 days casual leave with full pay and allowances shall be given to each employee every year, without any condition.

(c) 21 days sick leave with full pay and allowances shall be granted to each employee every year unconditionally and it shall be allowed to be accumulated without any limit. No Medical Certificate shall be insisted upon by the employer for sick leave period of upto 6 days.

(d) 5 days paternity leave with full pay and allowances shall be granted to each employee whose wife gives birth, to attend to his children and house-hold affairs.

(e) Unavailed privilege leave, casual leave and sick leave shall be allowed to be encashed.

(f) While sanctioning privilege leave intermittent sundays to be excluded, as for the case of daily paid operatives.

15. Festival/Bank Holidays:— All the employees shall be given all bank holidays with full salary.

16. Bread and Tea|Coffee :—One full bread and Tea/Coffee shall be supplied free cost to all the night shift (second and third shifts) workers every day.

17. Accident:—During the period of absence due to accident while on duty, the employee concerned shall be paid full salary.

18. Medical Benefit:— Full reimbursement of the medical bills of the employee concerned and his family members shall be made.

19. Education Allowance:— For the children of the employees studying outside in High School or Colleges the employees shall be given Rs. 100 per month, per child.

20. Conveyance Allowance:— All employees who have to report for work in factory or quarry or at the water pumping station magazines or any other place where they are detailed to work shall be paid Rs. 20/- per month as conveyance allowance.

21. Housing Advance:— Every employee shall be given an advance equivalent to his 40 month's salaries, free of interest for the construction of his house. The recovery of this amount would be made in 160 months.

22. Pension Scheme:— Pension scheme as under shall be introduced for all employees :—

(a) For employee who die after ten years' of service, an amount equal to half-a-month total salary, and in case of death after completing 20 years of service, an amount equal to 75% of the monthly total salary shall be paid as monthly pension to this wife until her death or remarriage. If the wife of the deceased member is not alive, the amount of pension shall be given to the minor children of the deceased employee till they attain the age 21 years.

(b) If an employee retires or resigns from service after serving the company for 20 years, the amount equal to half-a-month's salary and in the case of retirement or resignation after 30 years of service the amount equal to 75% of total monthly salary shall be paid, every month as pension to him till his death.

(c) The company shall guarantee employment to at least one son or daughter of the employee of the company, and in case of total accident the son|daughter shall be given employment immediately.

23. Acting Allowance:—When an employee works in place of another employee who is in higher grade or post the difference in the pay of employee concerned with a minimum of 10% of

the total salary of the employee who is acting shall be paid as acting allowance to the employee who acted/officiated. The acting allowance shall of paid to an employee even if he acts/officiates for day in a higher post or grade.

24. No Contract labour shall be allowed to work inside the factory or the mines, or on the repair job of the roads of the mines or the connecting road where the company's dumpers and truck ply to feed limestone to crushing plant.

25. Heavy Duty Allowance:— All the operators of Dozer, Truck, Lorry, Bus, Dumpers, Fork-lift Truck, Shovel, Halco Drill, Loco, Crane or any other heavy earth moving machinery shall be paid heavy duty allowance at the rate of Rs. 52/- per month.

26. City Allowance :—Those factories, quarries and offices which are situated near cities shall pay to their employees 10% of their salary as city allowance, every month.

27. Nomenclatures:— Nomenclature and fitments of grades should be upward revised in consultation with the Federation.

28. Skilled Artisans:— All the Skilled Artisans shall be given promotion to the next higher grade after every 5 years of working in the grade.

29. Cement At Concession :—For building or repairing the house, the employees be given upto 200 bags of cement on concessional rate at a discount of 50% of the ex-factory price.

29. Gratuity:— One month's total salary including house rent allowance shall be paid (last drawn) to all employees as gratuity for each year of service. The payment shall be made within a month from the date of leaving the service without any ceiling and with full interest on the gratuity amount.

31. Provident Fund:— Provident Fund contributions both from employer and employee shall be 10% of the total salary.

32. Loans for Vehicles :—Loans to purchase vehicles should be given with liberal terms in consultation with the federation.

33. Interim Relief :—All employees shall be paid Rs. 350/- per month from 1.10.1981 as interim relief.

34. Effect:— The above demand shall be given effect from 1-10-1981.

35. General:— (i) All the existing employees shall be brought under monthly paid system with all consequential benefits.

(ii) All employees shall continue to get their existing rights, benefits and privileges, etc.

Sd/-
H. N. TRIVEDI
President

CEMENT MANUFACTURERS, ASSOCIATION
EXPRESS BUILDING OPP. CHURCH GATE
RAILWAY STATION, BOMBAY—400020

6th October, 1981

Our. Ref. No. 525/81

The Secretary,
Ministry of Labour,
Shram Shakti Bhavan,
New Delhi-110001.

Dear Sir,

Sub:—Constitution of Central Wage Board
for Cement Industry.

We refer to our letter No. 33/472/81 dated 29th August, 1981 and the subsequent discussion our President Shri R. P. Nevatia had with Shri N. D. Tiwari, Union Minister for Industry and Labour and other officials in Udyog Bhavan on Friday the 25th September 1981 regarding the cement industry request for constitution of a Central Wage Board for Cement Industry to consider the question whether revision of the wage structure of cement employees is needed and, if so, to what extent.

2. During the discussion, Shri Nevatia reiterated the industry's request for constitution of a Central Wage Board. The representative of your Ministry present at the said meeting opined that it would be difficult to constitute a Central Wage Board without enlisting the co-operation of labour. He felt that labour is unlikely to agree to such a move. It was then suggested that the cement industry might consider the question of referring the dispute to arbitration.

3. The above suggestion was carefully considered by the Managing Committee of the Association at its meeting held on 1st. October 1981 in Bombay. The Committee is still of the view that in the larger national interest Government should consider constitution of a Central Wage Board, as proposed by the Association in its letter of 29th August 1981. However, if for any reason it is not possible to constitute a Central Wage Board, the Association, as an alternative, would agree for a voluntary reference of the labour's demands to arbitration under Section 10A of the Industrial Disputes Act of 1947 as was done in 1977 when the Arbitration Agreement under Section 10A of the I.D. Act was published in the Gazette of India dated 24-12-1977 Part II, Sec. 3, Sub-Section (ii). The Association hereby nominates Shri R.P. Nevatia, as the industry's repre-

sentative on the Board of Arbitration. You may kindly inform labour accordingly.

4. We have received a fresh charter of demands from both Indian National Cement and Allied Workers' Federation and All India Cement Workers' Federation a copy of each of which is enclosed for information. We would request early action in the matter.

Thanking you,

Yours faithfully,

for Cement Manufacturers' Association

Sd/- P.V. GUNISHASTRI

Chief Executive Officer

Copy to: The Private Secretary to
Shri N. D. Tiwari, Union Minister of
Labour,
Shram Shakti Bhavan, Rafi Marg, New
Delhi.

Copy for information to:

President

Vice-President,

Members of the Managing Committee and
All Members of the Association.

Members are requested kindly to inform the Association at an early date, the present position obtaining in their mines/factory/quarries against each of the above demands.

INDIAN NATIONAL CEMENT AND ALLIED
WORKERS' FEDERATION

Congress House, Bombay-400 004.

Ref. No. HF: 49/30/9 30th September 1981

Chairman,
Cement Manufacturers' Association,
Express Building, Churchgate,
BOMBAY-400020.

Dear Sir,

Sub : CHARTER OF DEMANDS

I am sending our charter of demands and resolutions passed at the 31st annual session of our Federation for the early and favourable consideration by your Association.

Awaiting your reply,

Yours sincerely,

Sd/- (H. N. TRIVEDI)

President

CC to: Chief Labour Commissioner,
Government of India,
Secretariat, New Delhi.

Commissioner of Labour (C),
Wakefield House, 2nd Floor,
Sprott Road, Ballard Estate,
Bombay-400038.

Commissioner of Labour,
Commerce Centre,
Tradeo Road, Bombay. 400034.

INDIAN NATIONAL CEMENT AND ALLIED
WORKERS' FEDERATION, MAZDOOR KAR-
YALAYA, CONGRESS HOUSE
BOMBAY-400 004.

CHARTER OF DEMANDS

1. All following employees shall be covered by this Charter of Demands as detailed below effective from 1-10-1981:

- (a) All employees - full-time, part-time, seasonal, permanent, temporary, probationer, casual, NMR, Trainee, Apprentice, Contract Labour and others.
- (b) All employees working in new or old Cement factory and mini-factories, Mines, Offices, Colony, etc.
- (c) All employees working in the limestone, gypsum, latrite, churt and marine-labour and all employees in mines leased by the government directly or lease obtained by the contractor.
- (d) All employees working in the limestone Mines leased obtained by the third party but bulk quantity of the output consumed by the cement companies.
- (e) All employees working in brick or lime kiln owned by the company or by third party but the bulk quantity of the product is consumed by the cement companies.
- (f) All employees working in the lorries, trucks, trailers, etc. owned or hired by the company or by the third party used for the transport of cement, limestone, bricks, lime, slag, gypsum, sea-sand and fly-ash, etc.

2. Minimum Emoluments:—Minimum total emoluments for an unskilled employee shall be Rs. 1000.50 per month by dividing it as under :—

Basic Wages	520.00
Dearness allowance for index No. 435 @ 2.30 per point over and above index number 260 of All India Consumer Price Index (Base 1960=100)	402.50
House rent allowance	78.00
TOTAL	1000.50

3. Scales of Pay :—The following scales of pay shall be introduced :

E*	520-10-620-12-740
D*	533-12-653-13-783
C*	559-15-709-17-879
B*	598-18-778-20-978
A*	650-25-900-30-1200
TC*	540-12-660-13-790
I*	560-15-710-17-880
II*	580-18-760-20-960
III*	600-20-800-22-1020
IV*	650-25-900-30-1200
V*	670-27-940-32-1260
VI*	700-30-1000-35-1350
VII*	725-35-1075-40-1475

4. Dearness Allowance :—Over and above 260 points of All India Consumer Price Index (Base 1960=100). Rs. 2.30 per point shall be paid as dearness allowance.

5. Additional Dearness Allowance :—15% of basic wages shall be paid as additional dearness allowance to all the employees except those in 'E' Grade.

6. House Rent Allowance:— House Rent Allowance shall be paid on the following rates :—

E* D* and TC* Grades	—Rs. 78.00 Per month
C* B* and I & II Grades	—Rs. 91.00 Per month
A* III*, IV, V, VI Grades	—Rs. 104.00 Per month
VII Grades	—Rs. 115.00 Per month

7. Guaranteed Increase and Adjustments:— All employees shall be given a salary increase of not less than Rs. 350 per month as guaranteed increase. The guaranteed increase shall be added to the existing total emoluments as on 30-9-1981 consisting on basic wages, dearness allowance, additional dearness allowance, house rent allowance and award increase, and reworked into the new basic wages dearness allowance, additional dearness allowance and house rent allowance. If the new basic wage of any employee falls below the minimum of the new grade as a result of reworking his basic wage shall be brought up to the minimum of the grade applicable.

If the new basic wage falls in between the two steps in the revised demanded grades applicable as a result of reworking the basic wage it shall be brought up to the next higher step of the new grade.

After arriving at the new basic wage as mentioned above, one increment of new scale for every two years of service shall be added in the basic wages as service weightage.

8. House Rent Recovery.—House rent for the quarters provided by the company may be recovered on the following basis :—

- (a) For quarters roofed by tiles, sheets, leaves, but without electricity. Rs. 5.00 per month or the existing whichever is less.
-do- with electricity Rs. 10.00 per month
- (b) Pucca quarters with latrine Kitchen, bath-room (One-room tenement) without electricity. Rs. 25.00 per month
-do- with electricity Rs. 30.00 per month.
- (c) Two-rooms quarters with latrine, bath-room and kitchen without electricity. Rs. 40.00 per month
-do- with electricity. Rs. 45.00 per month.
- (d) Other bigger quarters with kitchen, bath-room, latrine store-room Veranda but without electricity. Rs. 60.00 per month.
-do- with electricity & Fans in two rooms. Rs. 100% deduction.

Note —No deduction shall be made for electricity and water supply; wherever lesser rent is recovered than mentioned above that shall be continued, and whenever better facilities are provided they shall also be continued.

9. Uniforms.—(i) All employees shall be supplied with four sets of uniforms including four pants and four shirts—two full-sleeves and two half-sleeves. Two pants and two shirts shall be terry-cotton, every year.

(ii) All employees who are engaged to work on the jobs on piece-rate system at mines, etc. shall be given uniforms like other piece-rated employees of packing plant and coal gang.

(iii) Shoes.—All employees shall be supplied with two pairs of shoes every year.

(iv) Rain-Coats.—Quality rain-coats should be supplied to all employees who have to move in open during monsoon particularly the employees of electrical department, quarries, sweepers, drivers, dragline operators, cleaners working on shovel and dumpers, heavy vehicle operators, gangmen, silos attendants, lab. staff, pump attendants, etc. every alternate year.

(v) Woollen Jersies.—Quality Woollen jersies should be supplied to all employees working in sanitation department, quarries, heavy vehicle operators and their mazdoors and helpers, car and truck drivers etc. every alternate year.

(vi) Helmets.—All the employees who work in departments where accident chances are likely shall be supplied helmets for their safety.

10. Heat Allowance.—All employees working in Kiln section, coal mill, boiler house, foundry,

smithy-shop, steam loco, welding shop, slag factory, nodulise plant, cement mill fluxe and cement mill shall be paid heat allowance at the rate of 10% of total salary per month.

11. Dust Allowance.—All employees working inside the factory and limestone quarry, mines including sanitation department shall be paid dust allowance at the rate of 10% of total salary per month.

12. Washing Allowance.—All employees shall be paid Rs. 20 per month as washing allowance to wash uniforms, etc.

13. Leave Travel Allowance.—One month's total emoluments shall be paid to every employees once a year as leave travel allowance, unconditionally. It shall be allowed to be accumulated upto 3 years.

14. Leave Facilities.—(a) 30 days privilege leave, with full pay and allowances shall be given to each employee every year without any condition.

(b) 15 days casual leave with full pay and allowances shall be given to each employee every year, without any condition.

(c) 21 days sick leave with full pay and allowances shall be granted to each employee every year unconditionally and it shall be allowed to be accumulated without any limit. No Medical Certificate shall be insisted upon by the employer for sick leave period of upto 6 days.

(d) 5 days paternity leave with full pay and allowances shall be granted to each employee whose wife gives birth, to attend to his children and house-hold affairs.

(e) Unavailed privilege leave, casual leave and sick leave shall be allowed to be encashed.

15. Festival/Bank Holidays.—All employees shall be given all bank holidays with full salary.

16. Bread and Tea/Coffee.—One full bread and Tea/Coffee shall be supplied free of cost to all the night shifts (second and third shifts) workers every day.

17. Accident.—During the period of absence due to accident while on duty, the employee concerned shall be paid full salary.

18. Medical Benefits.—Full reimbursement of the medical bills of the employee concerned and his family members shall be made.

19. Education Allowance.—For the children of the employees studying outside in High School or Colleges the employees shall be given Rs. 50 per month, per child.

20. Conveyance Allowance.—All employees who have to report for work in factory or quarry or at the water pumping station, magazines or any other place where they are detailed to work shall be paid Rs. 20 per month as conveyance allowance.

21. Housing Advance.—Every employee shall be given as advance equivalent to him 40 months' salaries, free of interest, for the construction of his house. The recovery of this amount would be made in 60 months.

22. Pension scheme.—Pension scheme as under shall be introduced for all employees :

- (a) For employee who die after ten years' of service, an amount equal to half-a month total salary, and in case of death after completing 20 years of service, an amount equal to 75% of the monthly total salary shall be paid as monthly pension to his wife until her death or re-marriage. If the wife of the deceased member is not alive, the amount of pension shall be given to the minor deceased employee till they attain the age of 21 years.
- (b) If an employee retires or resigns from service after serving the company for 20 years, the amount equal to half-a month's total salary and in case of retirement or resignation after 30 years of service the amount equal to 75% of total monthly salary shall be paid, every month as pension to him till his death.
- (c) The Company shall guarantee employment to at least one son or daughter of the employee of the company, and in case of fatal accident the son/daughter shall be given employment immediately.

23. Acting Allowance.—When an employee works in place of another employee who is in high grade or post the difference in the pay of the employee concerned with a minimum of 10% of the total salary of the employee who acting shall be paid as acting allowance to the employee who acted/officiated. The acting allowance shall be paid to an employee even if he acts/officiates for a day in a higher post or grade.

24. No contract labour shall be allowed to work inside the factory or the mines, or on the repair job of the roads of the mines, or the connecting road where the company's dumpers and truck ply to feed limestone to crushing plant.

25. Heavy Duty Allowance.—All the operators of Dozer, Truck, Lorry, Bus, Dumpers, Fork-lift truck, Shovel, Halco Drill, Loco, Crane or any other heavy earth moving machinery shall be paid

heavy duty allowance at the rate of Rs. 52 per month.

26. City Allowance.—Those factories quarries and offices which are situated near cities shall pay to their employees 10% of their salary as city allowance, every month.

27. The following categories of employees shall be revised as under :—

(a) Armature Winder	IV & V Staff
(b) Ayak	I & II
(c) Blacksmith	B & A
(d) Carpenter	B & A
(e) Crane Driver	B & A
(f) Electrician-cum-Wireman	B, A, IV, V, VI Staff

Those wiremen who are in the service of the company for the last 10 years or more and who do not possess wireman certificate.

(g) Fitter	B, A, IV, V and VIth grade staff
(h) Khalasi	B & A
(i) Machinery Attendant worked in 'D' grade to 'E' grade	D and C—Those who for 8 years should be promoted.
(j) M.T.D.	B, A, IV and V Staff.
(k) Painter	C, B and A
(l) Peon	D and C
(m) Pointsman	D
(n) Watchman	C and B
(o) Havaladar	B, A and IV grade staff
(p) Welder	C, B, A and IV grade staff
(q) Laboratory Boy	C and B
(r) Testing Boy	B and A
(s) Sweeper	E and 10 years service B
(t) Hammerman	D and D
(u) Mistry	I, A and V Staff They supervise the job of others

Staff ;

(1) Tallychek Store-issuer Toolskeeper	TC and I
(2) Leading Supervisor of Packing House	I and II
(3) Loading Supervisors who are supervising the job of unloading, coal, gypsum, pozzolone material and stone should be given.	I and II
(4) Mistry designation is not there in the list of nomenclature. Since they are doing the job of assisting the packing house foreman they should be given the grade.	IV in place of A"
(5) Clerk packing house	III and IV
(6) All the clerks who have been doing the Excise work should be placed in	V
(7) Asstt. Accountant be taken on Company's grade	} V
(8) Clerk who relieves the Cashier, be given grade	
(9) Nurse	IV, V and VI
(10) Pharmacist	IV, V and VI
(11) Laboratory Technician	VI and VII II, III and IV

(13) Primary Trained Teacher	III and IV
(14) Secondary Trained Teacher	III and IV
(15) Trained Teacher Graduate	IV, V, VI and VII
(16) Asstt. Head Master	VII
(17) Clerk working as incharge of canteen	V and VI
(18) Incharge gunny bags in store	IV and V
(19) Time Keeper	III and IV
(20) P.I. Clerk working in store	IV and V
(21) Clerk working on bills, Cash Office, Cost. Excise Work, Sales Tax and Income	IV, V, VI and VII
(22) Clerk Main Insurance	VI and VII
(23) Loading Supervisor of Packing Plant and Coal factory.	II, III and VI
(24) Sanitation Inspector	IV, V and VI
(25) Clerk working as magazine in-charge	V
(26) Radio Grapher	VI and VII
(27) Yard Supervisor	V and VI
(28) Shift-in charge	V and VI
(29) Charge hand and Asstt. Foreman.	VI and VII.

28. All the Skilled Artisans shall be given promotion to the next higher grade after every 5 years of working in the grade.

29. Cement at concession.—For building or repairing the house, the employees shall be given upto 200 bages of cement on concessional rate at a discount of 450 per cent of the ex-factory price.

30. Interim Relief.—All employees shall be paid Rs. 350 per month from 1-10-1981 as interim relief.

31. Effect.—The above demands shall be given effect from 1-10-1981.

32. Gratuity.—One month's total salary including house rent allowance shall be paid (last drawn) to all employees as gratuity for each year of service. The payment shall be made within a month from the date of leaving the service without and ceiling and with full interest on the gratuity amount.

33. Provident Fund.—Provident Fund contribution both from employer and employee shall be 10 per cent of the total salary.

34. General.—(i) All the existing employees shall be brought under monthly paid system with all consequential benefits.

(ii) All employees shall continue to get their existing rights, benefits and privileges etc.

[File No. L-29025/24/81-D.III(B)]
SHASHI BHUSHAN, Under Secy.

ANNEXURE II
MINISTRY OF LABOUR
NOTIFICATION

New Delhi, the 6th January, 1982

S.O. 9(E).—Whereas in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government has published the arbitration agreement between the employers in relation to Cement Manufacturers' Association, Express Building, Churchgate, Bombay and its workmen represented by Indian National Cement and Allied Workers Federation, Mazdoor Karyalaya, Congress House, Bombay in the Gazette of India, Extraordinary vide Ministry of Labour Order No. L-29025/24/81-D-III-B dated 1st January, 1982.

And, whereas, the Central Government is satisfied that the persons the reference represent the majority of each party ;

Now, therefore, in pursuance of sub-section (3A) of Section 10A of the said Act, the Central Government hereby notify for the information of the employers and workmen who are not parties to the arbitration agreement but are concerned in the dispute that they shall be given an opportunity of presenting their case before the Arbitrators.

[File No. L-29025/24/81-D-III(B)]
SHASHI BHUSHAN, Under Secy.

ANNEXURE III
REGISTERED A/D

33/195/82

15th April, 1982.

The Secretary,
Ministry of Labour,
Shram Shakti Bhavan,
NEW DELHI.

Dear Sir,

Sub : Voluntary reference of labour demands to Arbitration.

Arbitration Agreement dated 4-12-81 under Section 10A of the I.D. Act between the Indian National Cement & Allied Workers' Federation and the Cement Manufacturers' Association.

We refer to our letter No. 33/626/81 dated 4-12-1981 with which we forwarded to you the Arbitration Agreement dated 4-12-1981 between the Indian National Cement & Allied Workers'

Federation (INCAWF) and the Cement Manufacturers' Association (CMA) referring the disputes raised by INCAWF for arbitration of Shri G. Ramanujam and Shri R. P. Nevatia. The said Agreement, inter alia, stipulates that the Arbitrators shall make their Award within a period of six months from the date of publication of the Agreement in the Official Gazette by the appropriate Government or within such further time as is extended by mutual agreement between parties in writing.

2. The Central Government published the said Agreement in the Gazette of India—Extraordinary—Part II—Section 3—Sub-section (ii) dated 1st January 1982. Accordingly, the Board of Arbitration is expected to give its Award by the end of June 1982.

3. The Board of Arbitration convened the Preliminary Meeting on 8-2-1982 at Bombay of the INCAWF and CMA, the main signatories to the Arbitration Agreement, and also invited other three Central Trade Organisations viz. All-India Cement Workers' Federation (AICWF), Centre of Indian Trade Unions (CITU), Bharatiya Mazdoor Sangh (BMS) and National Labour Organisation (NLO), (who are not parties to the above Agreement but are concerned in the dispute) to decide preliminaries and to give necessary directives to the parties.

4. At the said meeting the Board drew up the tentative programme of holding Regional Hearings and arguments of the parties to the dispute. A copy of the Note containing the Board's decisions and/or instructions at the Preliminary Meeting is enclosed for information.

5. As per the tentative programme drawn up by the Board at the above meeting, in consultation with the parties, it was observed that the Board would complete Regional Hearings and arguments of the parties by August 1982. The Board would require about six weeks to draft the Report thereafter and give its award by the end of October 1982.

6. Having regard to the above tentative programme and the time required by the Board to give its Award, it was unanimously agreed by both the sides that CMA and INCAWF would make a joint application to Government for extension of time till 31st October 1982 for Arbitration Board to give its Award.

7. In pursuance of the above, CMA and INCAWF hereby make joint application to Government for extension of time till 31st October 1982 for the Arbitration Board to give its Award. The parties accordingly request you kindly to do

the needful in the matter and extend the time upto 31st October 1982.

Thanking you,

Yours faithfully,

For and on behalf of
Cement Manufacturers' Association.
Federation.

Sd/-

(H. N. TRIVEDI)
PRESIDENT

For and on behalf of
Cement Manufacturers' Association.

Sd/-

(P. V. GUNISHASTRI)
Cement Manufacturers' Association.

Encl : as above.

Copy to :

1. The Chief Labour Commissioner (Central), Shram Shakti Bhavan, New Delhi.
2. The Regional Labour Commissioner (Central), Wakefield House, Sprott Road, Ballard Estate, Bombay—400038.
3. The Assistant Labour Commissioner (Central), Wakefield House, Sprott Road, Ballard Estate Bombay—400038.

B-33 | 83 12th July, 1982.
22nd

The Secretary,
Ministry of Labour,
Shram Shakti Bhavan,
New Delhi-110001.

Dear Sir,

Sub : Voluntary reference of labour demands to Arbitration.

Arbitration Agreement dated 4-12-1981 under Section 10A of the I.D. Act between the Indian National Cement and Allied Workers' Federation and the Cement Manufacturers' Association.

We refer to the Joint Application No. 33/195/82 dated 15th April, 1982 (Copy enclosed) requesting Government to extend time till 31st October 1982 for the Arbitration Board for Cement Industry to give its Award.

2. At the request of the parties at the Board's preliminary meeting held on 8th February 1982, the Arbitration Board decided to take up the labour's first demand for "Interim Relief". Accordingly, the Board fixed the hearing at Bombay on 15th and 16th April, 1982 to hear arguments

from the parties on the issue of "Interim Relief"

3. In the meanwhile, the All India Cement Workers' Federation (AICWF) filed a Writ Petition in the Karnataka High Court and obtained stay of proceedings of the Arbitration Board. The Board, therefore could not meet on 15th and 16th April, 1982 as originally scheduled for hearing the parties on the "Interim Relief" demand.

4. After vacated of stay on 20th April, 1982 by the Karnataka High Court, the Board held its sittings on 27th and 28th April, 1982 for hearing the interim relief issue and gave its Interim Award on 7th May, 1982. Due to the postponement of the above hearing the Board had to redraw its programme for regional hearings at other centres and hearing the final arguments by the parties on the remaining demands. The Board proposes to finalise its revised schedule at the Ahmedabad Regional Hearing fixed for 13th and 14th July, 1982. However, looking to the immensity of the task, the Board will not be able to complete their work even within the extended period i.e. upto 31st October, 1982.

5. The position was reviewed at the Board's Hyderabad Regional Hearing held on 13th and 14th May, 1982. Having regard to all the above facts, it was unanimously agreed that the Cement Manufacturers' Association (CMA) and the Indian National Cement and Allied Workers' Federation (INCAWF) should make another joint application to Government for further extension till such time as the Arbitration Board gives its final award.

6. Accordingly, CMA and INCAWF hereby make this joint application to Government for extension of time till the Arbitration Board gives its final Award and request that the extension be likely granted.

Thanking you.

Yours faithfully,

For and on behalf of Indian National
Cement & Allied Workers' Federation

Sd/-

(H. N. TRIVEDI), President

For and on behalf of
Cement Manufacturers' Association

Sd/-

(P. V. GUNISHASTRI), Chief Executive Officer

33/92/83

15th February, 1983.

The Secretary,
Ministry of Labour,
Shram Shakti Bhawan,
New Delhi—110001.

Dear Sir,

Sub : Voluntary reference of labour demands to arbitration-Arbitration Agreement dated 4-12-1981 under Section 10A of I.D Act between the Indian National Cement and Allied Workers' Federation and the Cement Manufacturers' Association.

We refer to your letter No. L-29013/2/77-D. III(B) dated 23rd November, 1982, extending the time limit up to 31st March 1983 for the Board of Arbitration for Cement Industry to give its Award in the above dispute.

2. After completing the Regional Hearings at various centres, the Board has already commenced hearing arguments from the parties to the dispute in support of the demands jointly referred to them by the Indian National Cement & Allied Workers' Federation (INCAWF) and Cement Manufacturers' Association (CMA) by the Agreement dated 4th December, 1981.

3. At its First Main General Hearing at Bombay from 7th to 9th February 1983, the Board reviewed the programmes of hearing arguments from the parties. It was observed that arguments from parties are likely to be concluded by the end of May 1983. Thereafter, the Board would need at least one month to prepare its Award. Therefore, looking to the immensity of the task, the Board will not be able to complete its work by extended date i.e. 31st March, 1983.

4. Having regard to the above fact it was unanimously agreed that the CMA and the INCAWF should make another joint application to Government for further extension of time till 30th September, 1983.

5. Accordingly, CMA and INCAWF hereby make a joint application to Government for extension of time upto 30th September, 1983 and request that the extension be kindly granted.

Thanking you.

Yours faithfully,

For and on behalf of Indian National
and Allied Workers' Federation

Sd/-

(H. N. TRIVEDI), President

For and on behalf of
Cement Manufacturers' Association-

Sd/-

(P. V. GUNISHASTRI), Chief Executive Officer

ANNEXURE IV

COPY

PRESS NOTE

Government have been considering for some time past the question of rationalisation of the pricing and distribution policy in regard to cement industry. While presenting the General Budget for the year 1982-83, the Minister for Finance has announced partial decontrol of cement. Government has also decided that henceforth there shall be one single ex-factory retention price for all cement factories in the country. It has been decided that the ex-factory price in respect of ordinary Portland Cement and Portland Slag Cement would be Rs. 335 per tonne and in respect of Pozzolana Portland Cement, it would be Rs. 320 per tonne. The corresponding free-on-rail price would be Rs. 440 and Rs. 425 per tonne respectively.

Under the scheme of partial de-control, the existing cement units shall be required to give upto 66.6 per cent of their installed capacity as levy cement at a controlled price. The new units which start commercial production after 1-1-1982 and units which are designated as sick units for the purpose will be required to give 50 per cent of their installed capacity as levy cement. It is expected that under this arrangement, the availability of levy cement will amount to 17 million tonnes of the quantum of levy cement, such percentage as may be prescribed by the government should consist of ordinary portland cement and portland slag cement. The levy cement will be given for use of state and Central Government departments : State and Central Government Corporations, large medium and small scale industries for factory construction and to small consumers constructing dwelling units having a plinth area upto 80 Sq. Meters. As also those requiring small quantities for repair of residential house. Reservation of cement for the priority sectors of Irrigation and Power will continue. The State governments would be advised to provide adequate quantity cement for meeting the requirement of socially oriented schemes like rural housing, housing for Slum Dwellers, Harijans, adwisis and other poorer sections of society, Rural water supply schemes and

other items included in the new 20-point programme. No levy cement would be made available for industrial units using cement as raw material. Similarly, no levy cement will be released for construction of buildings other than factories, construction of restaurants, hotels, cinema houses, multi-storeyed or commercial buildings and residential houses having Plinth area of more than 80 Sq. mtrs.

With the announcement of this new pricing and distribution policy and partial decontrol of cement existing subsidies, except those relating to clinker movement and units located in remote areas, would be discontinued.

In order to meet the deficit in the cement supply in the short-run as also to meet the requirement of those Categories of Users who are not eligible to get cement out of the levy quota, the state trading corporation or any of the State Government Corporation engaged in such activity will be freely allowed to import cement on their own account or on account of actual users. The details of the procedure of import will be separately announced.

All mini cement units except those set up by MRTTP houses (composite plants including clinkering and grinding operations upto 66,000 tonnes per annum capacity) shall be free from price and distribution control. Mini cement plants will be eligible for such excise rebates as government may decide from time to time.

With effect from 1st October 1982 use of 10 per cent new gunny bags of improved weaving pattern will be made compulsory for all cement units.

The contribution made by the cement manufacturers for cement research shall be raised from 0.50 paise to Rs. 0.75 paise per tonne. This contribution as well as contribution to cement regulation account will be payable in respect of the entire production including free sale quota. The said decision will be brought into force with immediate effect.

With the announcement of the new pricing and distribution policy, government hope that there would be a greater momentum in the establishment of new capacity in the cement industry and better productivity in the case of existing cement plants. It is also hoped that the cement industry would now have adequate internal generation of resources for modernisation of old units and for converting wet process plants into dry process plants and installation of pre-calcinators. With the renewed enthusiasm which is now being shown in the investment in the cement industry, government hopes that self-sufficiency in this

essential commodity will be achieved in the coming few years.

No. 1-42/81-CEM.

New Delhi, The 27th February, 1982.

Press Information Bureau is requested to give wide publicity to the above Press note.

(sd/-)

R. K. TIKKU, Joint secy.
to the Government of India.

CEMENT CONTROLLER'S INSTRUCTION TO ALL CEMENT PRODUCERS:

ALL CEMENT PRODUCERS.

Effective twenty eighth February 1982 F.O.R. price of ordinary portland cement and portland slug cement revised as rupees four hundred and forty per metric tonne (.) F.O.R. price of portland Pozzolana cement revised as rupees four hundred and twenty five per metric tonne from the same date (.)

There is partial decontrol of cement from twenty eighth Feb 1982 (.) Under the scheme sixty six point six percent of production of cement with reference to installed capacity will be made available by you as levy cement and production in excess of sixty six point six percent of installed capacity will be free from price and distribution control (.) You are directed pending receipt of detailed instructions to regulate your despatches against the levy quota of cement as follows (.) Despatches to rate contract category-govt as well as Public Sector Undertakings, Corporations both central and state including Irrigation and power sector will continue as before (.) For other than rate contract parties despatches will be stopped with effect from twentyeighty February 1982, to industrial units using cement as raw material, as well as to others for construction of hotels, restaurants, cinema houses and multistoreyed and Commercial Buildings (.) Despatches under sale Category in remaining period of quarter January—March 1982 will be limited to one tenth of the quantity released under this Category for the particular state for the whole quarter January—March 1982. Please ensure despatches accordingly, details follow.

Sub : Cement Control Order—Amendment

GOVERNMENT OF INDIA

MINISTRY OF INDUSTRY
(DEPARTMENT OF INDUSTRIAL DEVELOPMENT)

ORDER

New Delhi, the 28th February, 1982

S.O. —In exercise of the powers conferred by Section 18G and Section 25 of the Industries (Development and Regulation) Act, 1951 (5 of 1951), the Central Government hereby makes the following Order further to amend the Cement Control Order, 1967, namely :

1. (i) This Order may be called the "Cement Control (3rd Amendment) Order, 1982."

(ii) it shall come into force with immediate effect.

2. In the Cement Control Order, 1967 (hereinafter referred to as the said Order), after clause 1, a new Clause IA shall be inserted, namely :

"IA Applicability :

The provision of the said except Clause 9A thereof shall apply only in relation to Levy Cement".

3. In the said order, in clause 2, the following shall be inserted as new Sub-Clauses, namely :

"(D) Levy Cement means that part of production of cement with reference to the installed capacity of a cement plant as may be determined by the Central Government from time to time, not being more than 66.6 per cent of the installed capacity of the cement plant."

(E) Non-levy cement means that part of production of a cement plant which is in excess of the production mentioned in Sub-clause (D)."

4. In the said order Clause 8 shall be substituted by the following Clause, namely :

"8. Every Producer shall, himself, or by any person on his behalf, sell :

(a) Waterproof (Hydrophobic) Cement at Rs. 472.00 per metric tonne.

(b) Rapid Hardening Cement and Low Heat Cement at Rs. 463.00 per metric tonne.

High Strength Ordinary Portland Cement conforming to Specification No. IS 8112-1976 at Rs. 463.00 per metric tonne and additional amount of Rs. 20 per metric tonne for every increase in the compressive strength of 100 kg. per sq. cm. or part thereof.

(c) Ordinary Portland Cement and Portland Slag Cement at Rs. 440.00 per metric tonne.

(d) Portland Pozzolana Cement and Masonry Cement at Rs. 425.00 per metric tonne.

Free on Rail destination Railway Station plus the Excise Duty paid thereon :

Provided that in the case of packed cement there shall be added to the price referred to in this clause such charges as may be fixed by the Central Government in respect of packing in Jute bags or in any other containers, and different charges may be fixed for the use of new and serviceable second hand jute bags and for the use of such other containers.

Provided further that in the case of packing of cement in jute bags, the Producer shall not use serviceable secondhand jute bags in excess of the limit specified by the Central Government from time to time.

Provided also that the Central Government may allow rebate, discount or commission in the price of cement sold to the Government through the Directorate General of Supplies and Disposals or intended for Export out of India.

Provided further that nothing in this Clause shall apply to cement produced in a Mini Cement Plant."

5 In the said order, in Clause Explanation No. (ii) may be substituted by the following, namely :

"Explanation (ii)—for the removal of doubts, it is hereby declared that the expression "Ordinary Portland Cement" referred to in sub-clause (c) includes Coloured Cement made otherwise than from White Cement."

6. In Clause 9 sub-Clause (ii) may be substituted by the following sub-Clause, namely :

"(ii) Selling and distribution expenses calculated at the rate of Rs. 4.00 per tonne."

7. In the said order under Clause 9 the existing provisos shall be substituted by the following proviso, namely :

Provided that the expenditure incurred by the Producers on freight by the cheapest mode of transport or where any other mode of transport has been specified by the Central Government under Clause (4), by such mode of transport in respect of such transactions shall be reimbursed to the Producer by the Controller from out of the Cement Regulation Account referred to in Clause (ii).

8. In the said order, after Clause 9, the following shall be inserted as Clause 9A, namely :

“9A Every Producer shall, in respect of the Production of non-levy cement, pay to the Cement Regulation Account an amount at the rate of Rupees Nine per metric tonne of such production, within one month of the close of the month in which such production takes place.”

9. In the said order, in Clause 11, the following words shall be substituted for the words “Under Clause 9”, appearing in Sub-Clause (i), namely :

“Under Clause 9 and 9A”.

10. In the said order, schedule may be substituted by the following schedule, namely :

SCHEDULE

Sl. No.	Name of the Producer	Ex-Factory Price per Metric Tonne (In Rupees)
1.	All Producers	
	(i) Ordinary Portland and Portland Slag Cement	335.00
	(ii) Portland Pozzolana and Masonry Cement	320.00

NOTE:—In the case of Rapid Hardening Cement and Low Heat Cement, an additional price of Rs. 12 per tonne and in case of Waterproof (Hydrophobic) cement, an additional price of Rs. 21/- per ton may be added to the price specified above.

(1) (A) In case of High Strength Ordinary Portland Cement conforming to specification No. IS. 8118 : 1976 an additional price of Rs. 12 per metric tonne may be added and an additional amount of Rs. 20 per metric tonne for every increase in the compressive strength of 100 Kg. per sq. cm. or part thereof may also be added wherever there is such an increase in the compressive strength over the said specification.

(2) Cement Corpn. of India, Bokajan Unit, Mawmluh-Cherra Cement Ltd., Cherrapunji and Cement Corpn. of India, Rajban Cement Works will be eligible in addition to the price given in the schedule to an additional retention price of Rs. 114.34, Rs. 79.10 and Rs. 142.96 per metric tonne respectively.

[File No. 1-42/81-CEM.]

Sd/-

R. K. TIKKU, Jt. Secy.
to the Government of India

ANNEXURE V

MINISTRY OF LABOUR

NOTIFICATION

New Delhi, the 15th May, 1982

S.O. 322(E).—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947),

the Central Government hereby publishes the following interim award of Shri G. Ramanujam and Shri R. P. Nevatia, Arbitrators in the industrial dispute between the employees in relation to the Cement Manufacturers' Association and their workmen represented by the Indian National Cement and Allied Workers' Federation which was received by the Central Government on the 10th May, 1982.

BEFORE SHRI G. RAMANUJAM AND SHRI R. P. NEVATIA

Arbitrators appointed under Section 10-A of the Industrial Disputes Act, 1947.

In the matter of

Industrial Disputes between the workmen and the managements in the Cement Industry.

The Workmen in the Cement Industry,
REPRESENTED BY :

The Indian National Cement & Allied Workers' Federation, Bombay-4 and others,

AND

The employers in the Cement Industry,
REPRESENTED BY :

The Cement Manufacturers' Association, Bombay-20.

INTERIM AWARD

By their agreement dated 4th December, 1981 the Cement Manufacturers' Association, Bombay, on behalf of the Cement Manufacturers in India and the Indian National Cement and Allied Workers' Federation, Bombay, on behalf of the workmen employed in the Cement Factories and Mines in the country, decided to refer to arbitration by us under Section 10-A of the Industrial Disputes Act, 1947, the Industrial disputes arising out of some 35 demands mentioned in the charter of demands of the National Cement and Allied Workers' Federation.

2. The agreement was published in the Gazette of India dated 1st January, 1982. A further notification in the Gazette of India under Sub-section (3A) of Section 10-A of the Industrial Disputes Act was also published on 7th January, 1982 by the Government of India to notify for the information of the employers and workmen, who are not parties to the arbitration agreement but who are concerned in the dispute, so that they shall also be given an opportunity of presenting their case before the arbitrators.

3. The Board held its preliminary sitting in Bombay on 8th February, 1982 and settled the programme of its work by consent of the parties. We accordingly directed the Indian National

Cement and Allied Workers Federation as well as other Central unions, namely, the All India Cement Workers' Federation, the Centre of Indian Trade Unions, Bharatiya Mazdoor Sangh and the National Labour Organisation, to submit their written statements of justification of demands on behalf of the workmen who are members of their affiliates in the Cement Industry by the 5th March, 1982. We also directed the Cement Manufacturers' Association, Bombay, on behalf of its constituents to file their written counter statement's by 31st March, 1982.

4. Any registered trade union in the industry as well as any cement employer who is not a party to the arbitration agreement, were also requested by the Board to place their points of view in writing before the Board 5th March, 1982 and 31st March, 1982 respectively.

5. The Board also requested all Cement Units, including mines, to display on their Notice Boards for the information of the workers and their unions a copy of each of the Government notification dated 4th January, 1982 and 7th January, 1982, the arbitration agreement dated 4th December, 1981 together with the charter of demands referred to arbitration by the Board. The said notice also requested the workers and their trade unions, as well as the Cement employers who might wish to do so, to send their written statements, if any, to us so as to reach the Board's secretariat before the 5th March, 1982 and 31st March, 1982 respectively. A two-weeks further time was given to the parties to file a rejoinder if they feel necessary.

6. Both sides were also directed to furnish in writing a list of documents on which they would like to rely as well as the list of witnesses, if any, to substantiate their case before 14th April, 1982.

7. The Cement Manufacturers' Association, Bombay and All India Cement Workers Federation wanted extension of time for the submission of their written statements which was allowed partially. While the Cement Manufacturers' Association filed their written statement within the extended time limit the All India Cement Workers Federation did not file their claim statement till date.

8. One of the demands referred to us for arbitration, namely, demand No. 33 relates to Interim Relief. It reads :

"All employees shall be paid Rs. 350 per month from 1-10-1981 as interim relief".

9. During the preliminary sittings held on 8th February, 1982 at Bombay, it was decided that this issue of interim relief will be taken up first at its next Bombay sittings which was scheduled to be held on 15th and 16th of April, 1982.

10. In the meanwhile, the All India Cement Workers Federation filed a writ petition in the Karnataka High Court and obtained a stay of proceedings by this Board. The Board could not therefore, meet on the 15th and 16th April, 1982 as originally scheduled for hearing the parties on the interim relief demand.

11. The Board was however, informed on 22nd April, 1982 that the stay was vacated by the Karnataka High Court. The Board sat on the 27th and 28th of April, 1982 at Bombay for hearing the interim relief issue.

12. Both the Indian National Cement and Allied Workers Federation and the Cement Manufacturers' Association observed that the Board will not be able to complete its labours within six months from the date of reference and therefore, agreed to extend the time limit upto October, 1982. Looking to the immensity of the task it is doubtful whether we will be able to complete our work even within this extended period.

13. The India National Cement and Allied Workers Federation and its constituent unions were represented by Shri C. L. Dudhia. Representatives of the National Labour Organisation and its affiliates and the Representatives of the Bharatiya Mazdoor Sangh were present on the 27th and 28th April sittings and addressed the Board on the demand for interim relief.

14. The Cement Manufacturers' Association was represented by Shri Kaka, learned Counsel for the Cement Manufacturers' Association, who argued the case of the management on the demand for interim relief. Shri D. K. Aggarwal who represented the Rohtas Industries Limited separately also addressed the Board on the subject.

15. Shri C. L. Dudhia, the learned Counsel, appearing for the Indian National Cement and Allied Workers Federation submitted that it is very necessary that interim relief should be given to the workers with effect from 1-10-1981 as the previous award had expired on 30-9-1981. He also pointed out that already seven months have elapsed and perhaps the proceedings of the Board will take a much longer time than now anticipated and therefore, the demand for interim relief was justified.

Shri Kaka, the learned Counsel appearing for the Cement Manufacturers' Association opposed this demand for interim relief and said that even according to the extended time the Board is expected to complete its labours by October, 1982, and since we have only six months to go, there is no urgency for any relief now.

17. Continuing his argument on the question of interim relief Shri Dudhia pointed out that the future of the Cement Industry in our Country is bright and the industry has received almost a wind-fall in the Governments recent decision to allow a

dual price-policy, namely, 66-2/3 per cent of the installed capacity alone will be subject to the levy price; and the employers will be free to sell in free markets the excess. He further pointed out that free market sale of Cement is currently ranging about Rs. 70 per bag. Even assuming this price level comes down a bit still the profit margin for the industry will be huge and that it certainly cannot plead lack of capacity to pay a substantial interim relief in wages. Shri Dudhia stated that even according to the Cement Manufacturers' Association's assessment, the payment of interim increase of Rs. 350 per worker per month would hardly come to Re. 1 per bag and this burden should be of no consequence to the industry in view of the huge profits that are now earned by them by the free market sale of Cement.

18. When it was pointed out to Shri Dudhia that the amount suggested by him seems to be unrealistically high he said that the federation would be flexible enough to accept any sum decided as reasonable by the Board. Shri Dudhia further added that substantial wage increases have been given ranging from Rs. 200 to Rs. 500 per month per worker in many industrial undertakings in and around Bombay. He also cited many agreements and also an extract from Shri Naval Tata's article which gave the wage levels in different industries, all well over a Rs. 1,000 per month.

19. Shri Dudhia suggested that the coverage of workmen for purposes of interim relief pending detailed arguments and sifting of evidence before the Board with regard to the demand by the unions or extended coverage, that interim relief should be awarded to all categories of employees who were covered by the previous arbitration award for the cement industry.

20. Shri Dudhia also wanted that any interim increase that may be awarded should take effect from 1-10-1981.

21. Shri D. S. Vasavada, on behalf of the National Labour Organisation and the representative of the Bharatiya Mazdoor Sangh supported the arguments presented by Shri C. L. Dudhia on behalf of the Indian National Cement and Allied Workers Federation.

22. No representatives from AITUC or from CITU were present.

23. Replying to the arguments of Shri C. L. Dudhia, Shri Kaka on behalf of the CMA, said that it is true that Government has allowed a dual pricing policy and the production in excess of 66-2/3 per cent of the installed capacity can be sold in free market in respect of established units, and 50 per cent in respect of new units. But this must not lead to an impression that 50 per cent in respect of new units and 33-1/3 per cent of production in respect of old units could be sold

in the free market because the utilisation of installed capacity of all old and new industries are much less, ranging about 78 per cent and therefore, the profit accruing to the industry was not so high as imagined by the workers side.

24. Shri Kaka further pointed out that this facility to have a free-market sale through partial de-control has been given by the Government to enable the industry to modernise and expand. It would not be proper therefore, to fritter away the resources on wage increase and improving other conditions of service. Indeed, he added, nothing will be left to be passed on to labour after the industry's requirements are fully met. He further contended that the wage levels obtaining in the Cement Industry are fair and do not warrant any increase, much less any interim relief.

25. When it was pointed out to Shri Kaka that if the workers are not prepared to cooperate with the management in improving production and productivity, all the concessions given to the industry by the Government may not be productive, and if the worker knows he is not going to be allowed to share in the prosperity, he may not be interested in producing any Cement at all, Shri Kaka pointed out that the workmen will certainly be allowed to participate in the prosperity of the industry through annual profit-sharing Bonus and not necessarily through wage increase. He, however, stated having submitted his position, he would leave the question of interim relief to the best judgement of the arbitrators.

26. Shri Kaka also produced agreements in some public sector undertakings like SAIL, COAL INDIA, BHEL, HMT etc., for purposes of comparing wage levels in these industries with the wage-levels obtaining in the Cement Industry. But it was pointed out to him that these agreements are about to expire shortly, this year itself, and therefore they cannot be a useful guide, apart from the moot point how far these industries themselves are strictly comparable to the Cement Industry.

27. Shri Kaka characterised the wage levels mentioned by Shri Naval Tata in his article as only the maximum of these grades and the companies themselves were not comparable as they were all Bombay-based.

28. Shri Dudhia in his reply said that he does not accept that utilisation of installed capacity was only around 78 per cent. He indeed pointed out that the Cement Corporation of India—a Public Sector Undertaking—has a record of 100 per cent utilisation of installed capacity. In some units of the Cement Corporation of India, it has gone up to even 126 per cent. If the workers are not treated fairly, then they might as well decide not to cooperate with management in increasing production and productivity.

29. The labour-side pointed out that Shri Kaka's arguments were not correct, as Shri Naval Tata has also cited the figures for Banks and LIC which are operating throughout the country and not only in Bombay.

30. In answer to the suggestion by Shri Kaka that the Board should approach the wage-fixation on an industry-cum-region basis, labour side pointed out that this will not be applicable to the Cement Industry as even in the earlier arbitration award and the Wage Boards, the whole country has been taken as one region.

31. We have carefully gone through all the documents both side wanted us to pursue and consider. We have also given our careful consideration to all the arguments by the learned Advocates for the Labour and the Management Side as well as the examples they had cited. We have also estimated roughly the additional prosperity to the industry on account of partial de-control and its added capacity to pay labour along with meeting industry's other requirements.

32. We would prefer not to go by the Companies quoted by either Shri Durbia, or the Companies quoted by Shri Kaka as they are neither comparable nor a guide.

33. The Cement Industry will have to hammer out its own wage pattern for itself looking to its own capacity to pay—both present and potential and it needs for modernisation and expansion. We would also keep in mind the interest of the consumers. At the same time we cannot ignore the advantages accruing to the industry arising out of the partial decontrol.

34. The demand for cement is going to be greater than the supplies for quite some years to come. There is therefore the need for maximising production and productivity in every one of our Cement Manufacturing Units and Mines. It is therefore obvious that labour must be adequately motivated to rise up to the occasion and co-operate with the management in the task of increasing production through improved productivity.

35. We are also convinced that it will take a longer time to complete our labours than was originally anticipated and subsequently extended, looking to the fact that we have to deal with as many as 35 demands and some of them having several sub-demands.

36. We are therefore, convinced that there is a case for an interim award granting an interim increase in wages.

37. Looking to all these circumstances and after carefully considering the points of view urged before us by both the sides, we make the following :

INTERIM AWARD

1. The interim increase in wages will be Rs. 80 (Rupees eighty only) per month per worker.
2. We do not want to split this amount at this stage any say how much of this is basic pay and how much is Dearness allowance. We will do this when we give our final award.
3. But the entire interim increase awarded herein will qualify for all benefits such as P. F. Gratuity, Bonus, Overtime, leave with pay, ESI, etc.
4. This interim increase of Rs. 80 per month will be the same to all categories of employees.
5. All categories of employees who were covered by our previous arbitration award will be eligible for this interim increase.
6. This interim increase in wages will take effect from 1-1-1982 and the arrears will be paid on or before 15th June, 1982.

Signed at New Delhi on this the 7th May, 1982.
(R. P. NEVATIA) (G. RAMANUJAM)

ARBITRATORS

[No. L-29025/2481-D.III(B)]
SHASHI BHUSHAN, Under Secy.

Annexure VI

Government of India

MINISTRY OF INDUSTRY

(Department of Industrial Development)

OFFICE OF THE CEMENT CONTROLLER

7, Rajindra Place,
Sethi Bhavan,
New Delhi-110008.

Dated : 29th July, 1982

No. CC/CO/10(9)/LEVY/82/6376

To

M/s. Jaipur Udyog Ltd.,
P.O. Ramakrishna Lok,
Sawaimadhopur (W. Rly).
Rajasthan.

Sub :—Relaxation in fixation of levy
quota—declaration of sick unit.

Dear Sir,

Your request for declaring your Sawaimadhopur Cement Works as sick unit has been examined by the Government in consultation with the

Bureau of Industrial Costs and Prices. It has been decided, to treat your factory as a sick unit for the purpose of determination of levy quota for a period of 12 months from 20th February 1982 to 27th February 1983.

2. This concession has been granted by the Government to enable you to invest extra realisations for rehabilitation and modernisation of your factory. You are requested to take steps in this direction to make your cement unit economically viable within the period of one year. Your plans in this respect may be sent to this office at a very early date.

3. With the declaration of your Sawaimadhopur Cement Factory as sick unit, levy quota will be worked out on the basis of 50% of the installed capacity. Accordingly, your monthly quota for levy cement will be 41667 tonnes. You are requested to ensure that supplies under levy quota are made according to the revised quota in each month and shortfall, if any, during March-July period is made good positively in August 1982 before starting any supplies under non-levy category.

Yours faithfully

Sd/-

BRIJENDRA SAHAY, Cement Controller

Copy to :

1. RCC Delhi
2. Dy. Secy. (PKSD)
3. Factory's file
4. Dy. CC (G)

S. No.	Name of the Factory	Name of the unit	
A	B	C	
1. M/s. A.C.C. Ltd.	1. Dwarka	14167	
Cement Marketing Division,	2. Sevalia	8459	
Cement House,	3. Lakheri	15250	
121, Maharshi Karve Road,	4. Khilari	4250	
Bombay-400020	5. Sindri	12709	
	6. Banmore	2540	
2. M/s. India Cements Ltd.,	Sankarnagar,	38042	
Dhum Building,			
827-Anna Salai,			
Madras-600002.			
3. M/s. Rohtas Industries Ltd.,	Dalmianagar	25834	
Dalmianagar,			
Bihar.			
4. M/s. Sonevalley Portland	Japla	10584	
Cement Company Ltd.,			
P.O. Japla Cement Factory,			
Japla (E. Rly).			
Distt. Palamau,			
Bihar.			

A	B	C
5. M/s. Jaipur Udyog Ltd., P.O. Ramakrishna Lok, Sawaimadhopur (W. Rly), Rajasthan.	Sawaimadhopur	41667
6. M/s. Tamilnadu Cements Corporation Ltd., LLA Building, 2nd Floor, 735 Anna Salai, Madras.	Alangulam	16667
7. M/s. Kalyanpur Lime & Cement Works, P.O. Banjari-821303, Distt. Rohtas, Bihar.	Banjari	20000

GOVERNMENT OF INDIA

MINISTRY OF INDUSTRY

DEPARTMENT OF INDUSTRIAL DEVELOPMENT

Office of the Cement Controller

7, Rajindra Place,
Sethi Bhavan,
New Delhi-110008.

No. 10-9/Levy/82/8053

Dated : 1-10-1982

To

The Managing Director,
U.P. State Cement Corporation Ltd.,
Churk Cement Works,
Dist. Mirzapur,
Uttor Pradesh.

Subject :—Request for de-fixation of levy quota—
declaration of sick unit.

Dear Sir,

Your request for declaring your Churk Cement Works and Dalla Cement Works as sick unit has been examined by the Government in consultation with the Bureau of Industrial Costs and Prices. It has been decided to treat your both Churk and Dalla Cement Factories as sick units for the purpose of determination of levy quota for a period of 12 months from 28-2-1982 to 27-2-1983.

2. This concession has been granted by the Government to enable you to invest extra realisation for rehabilitation and modernisation of your Cement Factories. You are requested to take steps in this direction to make your cement units economically viable within a period of one year. Your plans in this respect may be sent to this office at a very early date.

3. With the declaration of your two units as sick levy quota will be worked out on the basis of 50 per cent of the installed capacity. Accordingly, the revised monthly levy quota will be as under :—

Name of the factory	Monthly levy quota
Churk Cement Works	19792 M.T.
Dalla Cement Works	18000 M.T.

4. You are requested to ensure that supplies under levy are made according to the revised quota in each month and shortfall, if any, during March-September period is made good positively in October, 1982 before resuming any supplies under levy category.

Please acknowledge receipt of this letter.

Yours faithfully,
Sd/-
(BRIJENDRA SAHAY)
Cement Controller

Copy to :

1. Regional Cement Controller, Delhi.
2. Shri P.K.S. Iyer, Dy. Secretary, Ministry of Industry.
3. Accounts Division.
4. C.M.A.
5. Dy. C.C. (G).
6. Factory's File.

GOVERNMENT OF INDIA
MINISTRY OF INDUSTRY
DEPARTMENT OF INDUSTRIAL DEVELOPMENT

Office of the Cement Controller

7, Rajindra Place,
Sethi Bhavan,
New Delhi-110008.

Dated : January 12, 1983.

No. 10-9(Levy)|82|2959.

Shri K. V. Irniraya,
Vice Chairman & Managing Director,
M/s. Visvesvaraya Iron & Steel Ltd.,
Bhadravati-577301,
Karnataka.

Subject :—Relaxation in fixation of levy quota--
declaration of sick unit.

Dear Sir,

Your request for declaring your Bhadravati Cement Works as sick unit has been examined by the Government in consultation with the Bureau

of Industrial Costs & Prices. It has been decided to treat your factory as a sick unit for the purpose of determination of levy quota for a period of 12 months from 28th February, 1982 to 27th February 1983.

2. This concession has been granted by the Government to enable you to invest extra realisation for rehabilitation and modernisation of your factory. You are requested to take immediate steps in this direction to make your cement unit economically viable. Your plans in this respect may be sent to this office at a very early date.

3. With the declaration of your Bhadravati Cement Works as sick unit levy quota will be worked out on the basis of 50 per cent of the installed capacity. Accordingly your quota for levy cement w.e.f. 28th February, 1982 to February, 1983 will be 4167 tonnes per month. You are requested to ensure that there is no shortfall in supply of cement under levy category in accordance with the revised levy quota and shortfall, if any, for the past period is made good positively during January, 1983 before starting any supplies under non-levy category.

Yours faithfully,
Sd/-
(BRIJENDRA SAHAY)
Cement Controller

Copy to :

1. Deputy Secretary (Sh. P. K. S. Iyer), Department of Industrial Development, Udyog Bhavan, New Delhi.
2. Regional Cement Controller, Madras.
3. The Executive Director, Cement Manufacturers' Association, 26, Pragati Tower, New Delhi.
4. Deputy Cement Controller (TKG).
5. Accounts Division.
6. Factory's New file.

Sd/-
(BRIJENDRA SAHAY)
Cement Controller

ANNEXURE VII

LEAVE TRAVEL ALLOWANCE

(Item 1 of Joint Reference)

For every 12-month block of service period, each worker whether employed departmentally or through contractors will be paid Rs. 75 as LTA at the end of each block year of service, the first such payment to be made on 30th September 1979 and thereafter on 30th September every year, as detailed below :

In respect of departmentally employed daily rated and monthly rated workmen other than temporary, casual and contract worker :

1. He will be paid Rs. 75 without any deduction, if he continues to be on roll for the block year ending 30th September.
2. If he was on roll at the commencement of the block year but ceased to be in employment before 30th September or if he was employed after the commencement of the block year of service, then for the period of his service on roll in respect of that block year he will be paid prorata amount of Rs. 75 provided than in respect of such worker, if he was on roll prior to 1st October 1978 and ceased to be in employment prior to 30th September 1979, full payment of Rs. 75 as LTA will be made and prorata deduction will not be made. For future block years, there will be no distinction between such worker employed prior to 1st October 1978 and each such worker who was not in employment for the full block period will be paid prorata to 12-month block period of service.

For Casual, Temporary and Contract Workers :

If a worker has been employed continuously on roll in a block year of service and has attended work for 150 days or more, he will be paid Rs. 75 as LTA. If, however, his attendance is less than 150 days, he will get prorata amount of Rs. 75 which is based on 150 days. If he joins service subsequent to the start of block year of service that is after 1st October or if he ceases to be in service prior to the close of block year of service that is before 30th September, he will be paid prorata amount of Rs. 75 on the basis of his attendance as related to the total working days during the block period.

Sd/-

(R. P. NEVATIA)
10-8-79

Sd/-

(H. N. TRIVEDI)
10-8-79

Sd/-

(I. M. MOINUDDIN)
10-8-79

HEAT ALLOWANCE
(Item II of Joint Reference)

ADDITIONAL D. A.
(Item III of Joint Reference)

INCENTIVE SCHEMES
(Item VII of Joint Reference)

Without prejudice to the Para 139 of the Award of arbitrators the following is agreed between the parties that only for payment to the workers Heat Allowance, Additional Dearness Allowance and Incentive Schemes, as are linked with basic wage, a sum of Rs. 32.50 out of Rs. 55 given as "Award Increase" by the arbitrators will be treated as basic wage.

Sd/-

(R. P. Nevatia)
10-8-79

Sd/-

(H. N. Trivedi)
10-8-79

Sd/-

(I. M. Moinuddin)
10-8-79

NIGHT SHIFT ALLOWANCE
(Item IV of Joint Reference)

Parties agreed that one cup of free tea will be given to workmen who work for any period between 10 P.M. and 6 A.M. However, such of the workmen whose shift ends at 10 P.M. will not be eligible for free cup of tea.

Such of the workmen whose shift either ends beyond midnight or commences after midnight who are entitled to free cup of tea under the Award shall be paid equivalent monetary benefit in cash for the past period commencing from 1-10-78, for the period they have not been supplied free cup of tea or given equivalent monetary benefit thereof.

Other workmen who will now become eligible under this agreement will be given free cup of tea from 1st August 1979.

Wherever the employer is not in a position to supply free tea to such of those workmen whose place of work is outside the factory, he will be given equivalent monetary benefit.

Sd/-

(R. P. Nevatia)
10-8-79

Sd/-

(H. N. Trivedi)
10-8-79

Sd/-

(I. M. Moinuddin)
10-8-79

LUMP SUM PAYMENT OF Rs. 650

(Item V of Joint Reference)

In terms of para 202 of the Arbitration Award, it is agreed that such of the workmen who are Superannuated or retired on medical ground or retrenched or died shall be paid prorata amount out of the lumpsum payment of Rs. 650 payable under the Award proportionate to their attend-

ance including all types of leave with pay availed of during the period 1-3-77 to 30-9-78.

Sd/-
(R. P. Nevatia)
10-8-79

Sd/-
(H. N. Trivedi)
10-8-79

Sd/-
(I. M. Moinuddin)
10-8-79

Annexure IX

(i)

PARTICULARS OF SITTINGS OF THE BOARD OF ARBITRATION FOR CEMENT INDUSTRY

Sl. No.	Date	Particulars
1.	8-2-1982	Preliminary Meeting at Bombay to decide preliminaries and give necessary directions to parties.
2.	27-4-1982 } 28-4-1982 }	First Main General Hearing at Bombay to hear arguments from parties on labour demand for interim relief.
3.	13-5-1982 } 14-5-1982 }	Regional Hearing at Hyderabad for Tamilnadu, Andhra Pradesh, Karnataka and Kerala.
4.	13-7-1982	Regional Hearing at Ahmedabad for Gujarat and Maharashtra.
5.	30-8-1982 } 31-8-1982 }	Regional Hearing at New Delhi for Rajasthan, Haryana, Punjab, Himachal Pradesh and Jammu & Kashmir.
6.	18-10-1982 } 19-10-1982 }	Regional Hearing at Jamshedpur for U.P., Bihar, Orissa, West Bengal, Assam, Arunachal Pradesh, Meghalaya and Eastern States.
7.	12-12-1982 } 13-12-1982 }	Regional Hearing at Bombay for Madhya Pradesh, Sone Valley Portland Cement Co. Ltd., Kalyanpur Lime and Cement Works and Rohtas Industries Ltd.
8.	12-1-1983 } 13-1-1983 }	(a) additional Regional Hearing at Bombay for Makers Development Services Pvt. Ltd., Satna Cement Works, Maihar Cement Works and Mayagaon Cement Factory of CCI. (b) Arguments by parties to implead limestone suppliers and Transport Contractors as parties to the dispute.
9.	7-2-1983 } 8-2-1983 } 9-2-1983 }	Main General Hearing at Bombay—Arguments by INCAWF.
10.	19-2-1983 } 23-2-1983 }	Additional Regional Hearing at Bombay for Arguments by parties to implead limestone suppliers and transport contractors as parties to the dispute (continued.)
11.	7-3-1983 } 8-3-1983 }	Main General Hearing at Bombay—Arguments by INCAWF (continued). Submission by BMS and NLO.
12.	9-3-1983	Additional Regional Hearing at Bombay for arguments by parties to implead limestone suppliers and transport contractors as parties to the dispute (continued).
13.	26-4-1983 } 27-4-1983 }	(i) Additional Regional Hearing at Hyderabad for arguments by parties to implead limestone suppliers and transport contractors as parties to the dispute (continued). (ii) Arguments by sick units and mini cement plants.
14.	7-5-1983 } 8-5-1983 }	Main General Hearing at Bombay. (i) Arguments by INCAWF (continued). (ii) Arguments by the CMA's counsel in support of the cement industry's case.
15.	18-5-1983 } 19-5-1983 }	Main General Hearing Bombay : (i) Arguments by the CMA's counsel in support of the cement industry's case (continued). (ii) Concluding submission by INCAWF, BMS and NLO in reply to the arguments by the CMA's counsel.
16.	16-6-1983 } 17-6-1983 } 18-6-1983 }	Preparation of the Award in Bombay.
17.	5-7-1983 } 6-7-1983 }	Preparation of the Award in Delhi.
18.	16-7-1983 } 11-7-1983 } 12-7-1983 }	Preparation and announcement of the Award in Bombay.

Annexure X—A

STATEMENT I—A

OCCUPATIONAL NOMENCLATURE WITH JOB DESCRIPTIONS AND THEIR CLASSIFICATION INTO GRADES FOR OPERATIVES IN THE CEMENT INDUSTRY

(AGREED)

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5	6
1. (a) Armature Winder "B" (skilled, upper)			Dismantles and re-winds electrical motors, generators, transformers, etc. and attends to all work incidental thereto including forming of coils, impregnating them, etc. Also attends to the maintenance of electrical equipments.	B	
(b) Armature Winder "A" (Skilled, highly)			As for Armature Winder "B" above and in addition to make and read diagrams of windings, to test electrical equipments before and after re-winding and all other work incidental to or connected with the above.	A	
(c) Armature Winder-cum-Supervisor "V"			As for Armature Winder "A" above and in addition, to plan, direct, control and supervise the work of Armature Winder(s) and to attend to any other work incidental to or connected therewith.	V	
2. Ayah			Helps Nurse/Midwife in her work. Undertakes duties such as giving bath/sponge to patients, changing beds and changing garments of patients. As Ayah in the creche, looks after children in the creche, i.e. gives them wash, changes their garments, feeds them, engages in game gives them elementary lessons etc. All other work incidental to the above.	D	One holding "Auxiliary nurse" certificate will be placed in "C" grade.
3. Bags Brander.			Printing bags by the Bag Branding Machine, adjusting the machine to get proper impression and all other work incidental thereto.	D	
4. Bearer.			Possesses skill for laying the table and serving food and beverages in the Guest/Inspection House/Bungalow. Looks after cleanliness of guest House/Bungalow and its equipment such as crockery, cutlery, linen, furniture, etc. Maintains Guest Register and account of the inventories and materials. Attends to all other duties which are connected or incidental to the above.	C	
6. (a) Boiler Attendant "B" (Skilled, upper)			Responsible for the proper maintenance and safe operation of all Boilers in his charge. Must be conversant with statutory regulations pertaining to the job. All other work incidental to the above.	B	Must hold 2nd Class Boiler Certificate.
(b) Boiler Attendant "IV"			Responsible for the proper maintenance and safe operation of all Boilers in his charge. Must be conversant with statutory regulations pertaining to the job. Assists in maintenance and major over-hauls of machineries in Power House. All other work incidental to the above.	IV	Must hold 1st Class Boiler Certificate
(c) Boiler Attendant "V"			As for Boiler Attendant "IV" above and in addition, supervise Boiler Personnel in his Section.	V	Must hold 1st Class Boiler Certificate.

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5	6
7. (a)	Cable Jointer "B" (Skilled upper)		Lays and prepares cable ends, (both HT LT and soldering, jointing of all types of cable locates and rectifies cable faults; prepares and reads cable lay-out drawings; carries out minor electrical repairs under guidance, and other jobs related to the trade.	B	
(b)	Cable Jointer "A" (skilled highly)		As for Cable Jointer "B" above and in addition guides and trains juniors and carries out major electrical repairs under guidance.	A	
8.	Canteen Vendor.	Canteen Boy.	Serves food and beverages in Canteen or other locations. Looks after cleanliness in canteen etc. Maintains accounts of inventories of materials and cash/coupons received on sale. Attends to all other duties which are connected and incidental to the above.	D	
9. (a)	Carpenter "C" (skilled, lower)		Makes, assembles, alters and repairs wooden structures including shuttering and articles involving use of hand/power tools, does varnishing; undertakes repairs in kilns during relining; and all other work incidental to the above.	C	
(b)	Carpenter "B" (skilled, upper)		As for Carpenter "C" above and in addition reads drawings and makes furniture.	B	
(c)	Carpenter-cum-pattern-maker "A" (skilled, highly)		As for Carpenter "B" above and in addition, makes wooden patterns used in the making of moulds for castings; should be a highly skilled carpenter, be able to read sectional drawings and know the type of wood normally used for pattern making and the shrinkage allowance for various metals and all other work, incidental thereto.	A	
10. (a)	Cook "C" (skilled lower)	Halwai-cum-Cook.	Prepares and cooks various kinds of dishes and sweets and does all work incidental thereto.	C	
(b)	Cook "B" (skilled, upper)		As for Cook "C" above and in addition, specialises in preparing particular type of food such as continental dishes, desserts, etc.	B	
(c)	Cook "A" (skilled, highly)		As for Cook "B" above and in addition, specialises in preparing variety of vegetarian and non-vegetarian dishes in Indian/Continental Chineses, etc. styles. Guides and trains juniors.	A	
11. (a)	Crane Driver "C" (skilled, lower).	Stockpile Operator-cum-Crane Operator.	Operates stationary or mobile crane to transport materials in the factory; carries out routine maintenance and makes adjustments for smooth and safe operation of the crane; has a general knowledge of the working of the electrical/mechanical equipments in the Crane and all other work incidental to the above.	C	Overhead crane drivers operating E.O.T. cranes having lifting capacity of 15 T and above will start in Grade 'B' & will have progression to Grade 'A' and Grade V depending on length of service efficiency, quality of work, etc.
(b)	Crane Driver "B" (skilled, upper).		As for Crane Driver "C" above and in addition, carries out repairs.	B	
(c)	Crane Driver "A" (skilled, highly).		As for Crane Driver "B" above and in addition carries out major repairs.	A	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5	6
12. (a)	Crusher Operator "C" (skilled, lower).		Attends and operates Crushers and Vibrating Screen in the limestone crushing plant. Assists in carrying out routine maintenance of Crushers and allied machineries. Assists Fitters during major overhaul; maintains liaison with the Quarries & Raw Mills Department; maintains daily log sheet.	C	
(b)	Crusher Operator "B" (skilled, upper).		As for Crusher Operator "C" above and in addition, carries out minor repair work to machinery.	B	
(c)	Crusher Operator "A" (skilled, highly).		As for Crusher Operator "B" above and in addition, carries out major repairs to machinery.	A	
(d)	Shift-in-charge (Crusher).		As for Crusher Operator "A" above and in addition, Supervises the work of various categories of personnel in the Crushing Plant/Department. Also trains and guides junior personnel.	V & VI	Promotion to Grade VI will depend on length of service, efficiency, quality of work, etc.
(e)	Diesel Mechanic "B" (skilled, upper).	Mechanic	Attends to repairs, breakdown and overhaul of Diesel/Petrol operated machines & equipment, and maintains the same in optimum working condition; diagnoses mechanical faults and rectifies them and is able to tune the running of an engine to produce maximum efficiency. Must be capable of working independently; reads machinery assembly drawings and identifies spare parts; has knowledge of various clearances and tolerances applicable to various parts of diesel machinery and all other work incidental to the above.	B	
(b)	Diesel Mechanic "A" (Skilled, highly).		As for Diesel Mechanic 'B' above and in addition assists Diesel Foreman in maintaining log books and implementing preventive maintenance schedules.	A	
(c)	Diesel Mechanic "V"		As for Diesel Mechanic "A" above and in addition supervises and guides Mechanics, Fitter and other Artisans and trains them.	V	
14. (a)	Dryer Operator "B" (Skilled, upper).		Operates one or more Coal/Slag dryers for safe and optimum performance as regards quantity and moisture content of output; carries out minor maintenance; assists the maintenance staff during major overhaul; maintains log sheets and all other work incidental to the above.	B	
(b)	Dryer Operator "A" (Skilled, highly).		By virtue of long experience, possesses considerable skill and knowledge in the operation and maintenance of Coal/Slag Dryers, also guides and trains his juniors for improving operational efficiency.	A	
5. (a)	Electrician-cum-Wireman "B" (Skilled, upper)		Locates electrical faults and rectifies them; installs electrical machinery, gives electrical connections and tests electrical equipments for optimum performance; attends to repairs, overhaul, operation and maintenance of the electrical machinery; is conversant with all safety precautions essential for working on HT & LT systems and familiar with treatment for electrical shocks; does any kind of work in connection with electric lines & wiring, indoor/outdoor; attends to Switchboards when necessary; tests wiring system, locates and rectifies faults; repairs household electrical appliances such as Fans Heaters etc. and all other work incidental to the above.	B	He must possess statutory qualifications. The designations of Line man and Wireman are merged with this designation.

S. Occupational Nomenclature No.	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5
(b) Electrician-cum-Wireman "AA" (Skilled, highly).		As for Electrician-cum-Wireman "B" above and in addition, understands electrical circuits/wiring diagrams etc. of the construction and use of all item of electric equipment on which he has to work and assists in repairing and maintaining electrical instruments.	A	Must have statutory qualifications.
(c) Electrician "V"		Same as for Electrician-cum-Wireman "A" above and in addition carries out cable joining work and motor/armature winding both LT and HT etc. Does repairs and maintenance of instruments; supervises and guides the Junior Artisans.	V	Must have statutory qualifications.
18. Gangman		Does work in connection with laying, maintenance dismantling of railway lines.		
19. Hammerman		Hammers iron and steel to required dimensions with sledges, according to the direction of the Blacksmith; selects sledges according to the nature of forging and strikes hot or cold metal, hard or light as per directions of Blacksmith. Assists Blacksmith in Kiln/Mill repairs.	D	
20. (a) Havildar	Jamadar-Watch & Ward, Head Watchman	Supervises Watchmen on duty. Ensures that Watchmen are at their assigned posts and that they are alert. Maintains discipline amongst security personnel. Such other duties as may be assigned.	B	
(b) Senior Havildar.		As for Havildar above and in addition assists the Security Supervisor and Security Officers in Office matters, trains Watchmen, holds parades etc. Officiates for Security Supervisor in his absence. He possesses considerable experience in the work of Watch and Ward.	A	He is an ex-Army or Police personnel, is well trained in fire-fighting & rescue operations.
21. Security Supervisor		Same as Senior Havildar above. He possesses considerable experience in the work of a Watch & Ward and officiates for Security officer in his absence.	V	He is an ex-Army or Police personnel, is well-trained in fire-fighting rescue operation.
22. (a) Instrument Mechanic "B" (Skilled, upper)		Should be able to instal, maintain and overhaul all types of pneumatic, mechanical, electrical and electronic instruments such as meters, oxygen and carbon monoxide analysers, water meters, vacuum, pressure and temperature recorders, weigh feeder etc. He requires some degree of guidance and supervision.	B	
(b) Instrument Mechanic "A" (Skilled, highly)		As for instrument mechanic 'B' above and in addition he possesses considerable experience and thorough knowledge of instrumentation and instruments.	A	
(c) Instrument Mechanic "V"		Same as for Instrument Mechanic "A" above and in addition, supervises and guides the related work of the juniors.	V	
23. (a) Khalasi "C" (Skilled, lower)		Puts up scaffolding, selects and fixes chain blocks and other lifting and pulling devices under guidance; selects and fastens slings for safe lifting/lowering spares and equipments under guidance, shifts, loads materials from one place to another, and all other work incidental to the above.	C	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5	6
	(b) Khalasi "B" (Skilled, upper).		Puts up scaffolding, selects and fixes chain blocks and other lifting & pulling devices; selects & fastens, slings for safe lifting/lowering spares and equipments; shifts, loads materials from one place to another; maintains tools and tackles and all other work incidental to the above.	B	
	(c) Khalasi "A" (Skilled, highly).		As for khalasi "B" above and in addition, guides and trains up juniors. Also handles special and/or intricate jobs. Possesses considerable experience and skill and has absolutely thorough knowledge of various jobs.	A	
24. Lab. Boy			Brings hourly and other periodical samples of various raw materials, semi-finished and finished products for tests in the main or site laboratory from various locations in the factory; conveys the test results to the plant operators every hour or periodically as required; keeps the work place, laboratory, implements and the premises clean and tidy; gets materials from menial Stores/other departments and does all jobs of manual nature; helps the Tester and other superiors in carrying out routine manual work and all other work incidental to the above.	E	
25. (a) Loco Driver "B" (skilled, upper),,			Drives the Electric/Diesel/Steam Locomotives for transporting wagons, empty or loaded with materials; carries out shunting operations; does routine maintenance of Loco and minor repairs maintains log book and all other work incidental to the above.	B	Must have statutory Certificate where required.
	(b) Loco Driver "A" (Skilled, highly).		As for loco driver "B" above, and in addition, has the necessary knowledge of machinery for locating faults and carrying out repairs.	A	Must have statutory Certificate where required.
26. Loco Fireman "C" (Skilled, lower).			Shovels coal into Furnace of Steam Loco to generate steam of required pressure; adjusts steam pressure by regulating feed of coal and water; cleans and oils the Loco and assists in carrying out the necessary routine maintenance and minor repairs to the Loco and all other work incidental to the above.	C	Must have statutory Certificate where required.
29. Operator (Slurry Pumps, Fluxo Pumps & Vacuum filters, calcinator, Rope-way, Fuller cooler).			He looks after the Slurry/Fluxo Pumps, regulates the feed to pumps, carries out minor adjustments to ensure efficient operation of the machinery units. Operates vacuum filters, calcinators, wherever existing by controlling the moisture in the slurry cakes, nodules fed to the kilns. Ensure the operation of the running machinery for optimum safe performance, starts and stop the machines, cleans the machines, lubricates, cleans the surrounding area of any spillage and assists in carrying out repairs overhauls and maintenance of machines. Possesses sound knowledge of the machinery units.	C	
30. Mali			Possesses sound knowledge in horticulture. Maintains gardens/lawns, cuts road-side trees and undertakes all work incidental thereto.		
31.(a) Mason "C" (Skilled, lower)			Carries out brickling work inside the Kilns, Boilers, Furnaces, Chimneys and allied repair work, lays bricks, mortar and other construction materials to construct/repair walls, floor and other structure in		

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5	6
			factory colony; also does plastering including laying of pipes etc; assists the Supervisor in physical stock taking of raw materials; etc; and any other work incidental to the above.		
	(b) Mason "B" (Skilled, upper)		As for Mason "C" above and in addition, does foundation construction for machines, new cement concrete roads & repairing of old roads; identifies the various refractory materials with the points of use and any other work incidental to the above.	B	
	(c) Mason-RCC "A" (Skilled, highly)		As for Mason "B" above and in addition, understands civil engineering drawings; executes RCC working including bar bending etc. and any other work incidental to the above.	A	
32.	(a) Mate "C" (Skilled, lower)	Jamadar/ Mukadam	Supervises work a group of mazdoors and/or Sweepers engaged in various Departments and any other work incidental to the above.	C	
	(b) Mate "B" (Skilled, upper)	Jamaaar/ Mukadam	As for Mate "C" above and in addition, maintains records etc. and has considerable experience.	B	
33.	Mazdoor.	Helpers, Loaders	Unskilled male or female engaged in work such as carrying material, breaking stone, loading, unloading of materials, cleaning, etc. Does all type of unskilled work in various Departments and any other work incidental to the above.	B	
34.	(c) Shift Incharge/Raw Mills/Cement Mills		As for Miller "A" above and in addition, he is in-charge of Raw Mills/Cement Mills shift and his main duty is to supervise the work of workmen in the Mills Department.	V & VI	Promotion to Gr. VI will depend on length of service, efficiency, quality of work, etc.
35.	(a) Motor Vehicles Driver "B" (Skilled, upper)		Drives diesel/petrol/electrically driven trucks/buses/automobiles/tractor etc., for transporting men/materials; attends to minor repairs and keeps the vehicle in clean condition; reports to maintenance staff any unusual condition of the vehicle; maintains log books and any other work incidental thereto.	B	Must possess statutory Driving Licence.
	(b) Motor Vehicles Driver "A" (Skilled, highly)		As for Motor Vehicle Driver "B" above and in addition, possesses long experience and considerable skill in discharging the various jobs, Has a good knowledge of operation of the engine and other fittings required for the optimum performance of the vehicle and any other work incidental to the above.	A	Must possess statutory Driving Licence.
37.	(a) Nodulizer Operator "C" (Skilled, lower).	Granulator Attendant	Maintains proper feed of raw meal and water to the nodulizer and operates the nodulizer to obtain proper feed of nodules (quantity-wise and quality-wise) to the Lepol Grate of the Kiln; keeps liaison with the Burner; starts and stops the nodulizer and various auxiliaries; keeps the working area clean of the spillages; assists during repairs and any other work incidental to the above.	C	

Sl. Occupational Nomenclature No.	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5
(b) Nodulizer Operator "B" (Skilled upper)		As for Nodulizer Operator "C" above and in addition, has considerable experience and skill in jobs and in addition trains and guides the juniors.	B	
38. (a) Pakerman "C" (Skilled, lower)		Attends to the work of filling cement into bags on the packing machine or by hand. Should ensure maintaining weight of cement within specified limits in the bag. Assists in the routine maintenance of packing machines and auxiliaries, cleaning and greasing and any other work incidental to the above.	C	
(b) Packerman "B" (Skilled, upper)		As for Packerman "C" above and in addition, has considerable experience and skill in discharging the various jobs. Also carries out routine maintenance independently.	B	
39. (a) Painter "C" (Skilled, lower)		Applies decorative or protective coats of paints etc., on exterior or interior surfaces of wood work machinery etc., to required colour and shade; has knowledge of mixing of colours; trims and fixes glass panes in windows etc., and any other work incidental thereto.	C	
(b) Painter "B" (Skilled, upper)		As for Painter "C" above and in addition, undertakes finer work like safety, productivity, posters, etc.	B	
40. Peon	Chaprasi, Office Boy, Messenger, Attender.	He should be a literate person who can read and write English and local language. Brings mail from Post Office, opens the mail, distributes the mail, carries paper, files from one place to another, runs arrange and attends to cleanliness of the Office and Office furniture, carries and brings cash and pastes vouchers/bills, etc., as required and carries out other related or incidental duties.	D	
41. Pointsman.		Operates road points for setting railway lines and for shunting etc. and gives signals to Loco Drivers for safe running of Loco; couples and decouples the carriage and wagons; keeps tracks and points clean of spillages; lubricates points and crossings and any other work incidental thereto.	C	
43. (a) Heavy Equipment Operator "B" (Skilled, upper).	Excavator/Shovel Operator, Dumper Operator, Bull Dozer Driver, Drag Line Operator, Pay Loader Operator, Quarry Heavy Equipment Operator.	Operates all types of diesel or electric heavy duty earth moving equipment to load or shift materials such as limestone, coal etc., attends to routine maintenance and minor repairs, assists in major repairs/overhaul; ensure safety of the equipment operated by him; reports any unusual performance of the equipment to the maintenance staff and all other work incidental to the above.	B	There will be only on designation of Heavy Equipment Operator instead of Specific designation like Shovel Operator, Dumper Operator etc. Must possess statutory Licence for driving heavy duty vehicles wherever required.
(b) Heavy Equipment Operator "A" (Skilled, highly).		As for Heavy Equipment Operator "B" above and in addition, he possesses considerable experience and skill in the operation and maintenance of the various equipments. In addition, has knowledge of the engine and other fittings.	A	Must possess statutory Licence for driving heavy duty vehicles wherever required.

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1	2	3	4	5	6
	(c) Heavy Equipment Operator "V"		As for Heavy Equipment Operator "A" above and in addition, guides and trains junior operators.	V	Must possess statutory Licence for driving heavy duty vehicles wherever required.
44. (a)	Blaster "C" (Skilled, lower)		Transports explosives from place to place, guides for safe transport when unskilled workmen are deployed for the job; prepares explosives for charging the blast holes; charges the blast holes; guides the unskilled workmen deployed for the job; blasts the holes after charging; inspects the quarry after the blasting is over; and defuses the unexploded explosives; maintains the magazine in a neat and clean manner and all other work incidental to the above. Is accountable for receipt, usage and return of explosives.	C	Must possess statutory Blaster's Certificate.
	(b) Blaster "B" (Skilled, upper)		As for Blaster "C" above and in addition, possess considerable experience and skill in carrying out the various operations as for Blaster "C".	B	Must possess statutory Blasters Certificate.
45.	Stitcher.		Stitches empty/filled bags with the help of stitching machine or by hand; also undertakes minor repairs and routine maintenance and all other work incidental to the above.	D	
46.	Sweeper.		Cleaning, sweeping and doing other incidental work in connection with sanitation and cleanliness of factory/quarry offices, colony, etc. to maintain desired standard of cleanliness.	E	
47. (a)	Switchboard & Turbine Attendant "B" (Skilled, upper)		Operates and attends to switches and switch-gears on switchboard to regulate electric power supply from power source to achieve optimum load factor and power factor; operates steam power turbine for optimum performance which drives generator for producing electricity; reads meters and maintains log books; understands the importance and implications of maximum demand, power factor and load factor; and any other work incidental to the above.	B	Must have statutory qualification where required.
	(b) Switchboard & Turbine Attendant "A" (Skilled, highly)		Possesses considerable experience and skill in attending to jobs as for switchboard and turbine attendant "B" and assists during repairs, overhaul of turbine and auxiliaries.	A	Must have statutory qualification where required.
48. (a)	Testing Boy "C"		Bring hourly and/or periodical sample of various raw materials, semi-finished and finished products for tests in the main or site laboratory from different locations in the factory; tests these samples for such parameters like moisture content, fineness, residue, setting times etc. and record the results in the log sheets; prepares samples for more detailed tests, like grindability test, etc; carries out screen analysis of different materials as and when required and records the data in the log sheet; helps the tester and other superiors in taking measurements of slurry/cement and records the readings; keeps the workplace, laboratory implements clean and tidy; conveys the test results to the plant operators every hour or as and when required; helps testers and other superiors in carrying out laboratory work and any other work incidental to the above.	C	

Sl. No.	Occupational Nomenclature	Alternate Designation	Job Description	Grade	Remarks
1	2	3	4	5	6
	(b) Testing Boy "B"		As for Testing Boy "C" above and in addition, possesses considerable experience and skill and does acid/alkali test on slurry samples, tipping of siloes, adjustment of mill feeds as directed by Tester.	B	
49.	Ward Boy		Assists nursing staff in Hospitals/Dispensaries in taking care of patient and maintains cleanliness in Hospitals/Dispensaries and other work incidental thereto.	E	
50.	Watchman	Chowkidar, Security Guard,	Engaged in Watch and Ward work, does gate duties, patrolling night watch, etc. In emergencies, should be able to carry out fire-fighting rescue operations etc., carries out search, keeps record of vehicles coming in or going out of factory,	D	Ex-Army or ex-Police or Watch & Ward trained personnel, or those with considerable experience will be placed in "C" grade.

Footnote :—

The above list of occupational nomenclature with job descriptions, and classification into different grades, is subject to the following footnote :—

- We consider it necessary to stress that the duties briefly described constitute only the principal duties and are not exhaustive of the functions and the responsibilities of the employees. Depending on variety and type of equipment used and varying nature of processes in vogue, job descriptions may vary. An employee may be attending to work of two or more categories in which event, the appropriate grade in which he should be placed is left to the individual units which should take a decision in consultation with the Union in that unit.
- Such of the employees who presently figure in the higher grades than what are provided for, will continue to remain in the higher grades and will not be adversely affected by our classification. However, new entrants should be taken in the appropriate grade as indicated by us.
- At present there are designations, like Asst. Fitter, Asst. Welder, Asst. Blacksmith, Asst. Khalasi etc., which figure in 'D' Grade. Since these designations stand abolished, if the nature of work of such employees conform to the job description of the skilled lower category in 'C' grade or other appropriate grade, they may be placed in the appropriate grade accordingly. If not, they should continue in their existing grade, until such time they acquire the required skill.
- There may be some designations, which may not be covered by the above nomenclature and job description. We would recommend that these designations should be placed in the appropriate grade, bearing in mind the nature of duties performed by them and the responsibilities attached to their jobs in consultation with local Union.
- There may be cases where a workman may be handling the work of more than one designation under multitrade concept or for other reasons. Such workman can be given combined and appropriate designations and grades by the concerned units in consultation with the local Union.
- The matter regarding fixing up of a Academic/technical qualifications for all the designations, in case of fresh recruits is left to the individual Units to decide.
- Workmen are interchangeable from one Department to another including quarry.

Annexure 10-B

OCCUPATIONAL NOMENCLATURE WITH JOB DESCRIPTIONS FOR CERTAIN OPERATIVES IN THE CEMENT INDUSTRY AND THEIR CLASSIFICATION INTO GRADES:

Sl. No.	Occupational Nomenclature	Alternate Designation	Job Description	Grade	Remarks
1	2	3	4	5	6
5.	@ Blacksmith "C" (Skilled, lower)		Forges metals Co required shape and size by process of heating, bending hammering, etc; heats metals in furnace to the required degree of temperature and forges it to required shape and size by hammering either by himself or by hammerman; joins pieces of metal by forge-welding; must be able to temper the tools and case hardening the machinery parts; selects proper material (size and type); fits Mills components and attends to revetting work. Carried out all other jobs incidental thereto.		

Sl. No.	Occupational Nomenclature	Alternate Designation	Job description	Grade	Remarks
1	2	3	4	5	6
	(b) Blacksmith "B" (Skilled, upper)		As for Blacksmith "C" and in addition, (a) Must be able to forge and fit a handvice; (b) Must be able to forge dimensions connecting rod, eccentric rod, side rod or piston rod; (c) Must be able to forge and fit without lathe work, McMohon spanner; (d) Must be able to fabricate structural work as per drawings/without drawings taking the help of welder for any welding work; and (e) Carries out all other jobs incidental thereto.	B	
	(c) Blacksmith "A"		As for Blacksmith "B" above and in addition should be able to fabricate all intricate structural work.	A	
16. (a)	Fitter "C" (Skilled, lower)		1. Must be able to :— (a) mark off and chip through a key way 1/2 inch wide and 1/2 inch deep in a piece of rolled steel bar; (b) use file and file the surface truly in accordance with the straight edge; (c) mark and drill and tap holes in a flat surface; (d) bed gun metal and white metal bearing on the shafts; (e) use all tools such as chisels, reamers, taps and dies and calipers and drills as required for his trade; 2. Attends to repairs and overhaul of machines and equipments and maintains them in working order under guidance; sizes metal objects and components as specified according to drawing by marking, sawing, chipping, filing, scraping, drilling etc., makes and understands sketches of parts; fabricates, fits and assembles machinery parts as required and does necessary repairs either in Workshop or at site under guidance carries out overhaul/repairs/replacement/erection alignment of major machinery units under	C	
	(b) Fitter "B" (Skilled, upper)		As for Fitter "C" and in addition :— 1. (a) must be able to finish the surface by file within a limit of 0.005 inch; (b) must have a knowledge of all tools and instruments required for his trade; (c) must be able to do ordinary marking of different machinery parts on the surface plate; (d) must be able to drill square on surface 1/2 inch holes accurately pitched to within 0.03 inch; 2. Attends to repairs and overhaul of machines and equipments and maintains them in working order; sizes metal objects and components accurately as specified according to drawing by marking, sawing, chipping, filing, scraping drilling, etc makes and understands sketches of parts, fabricates, fits and assembles machinery parts as required and does necessary repair either in Workshop or at site; carries out overhaul/repairs/replace-		

Sl. No	Occupational Nomenclature	Alternate Designation	Job description	Grade	Remarks
			ment/erection alignment of major machinery units, understands assembly drawing, functions of individual parts.		
			3. All other work incidental to 1 and 2 above.		
	(c) Fitter "A" (Skilled, highly)		As for Fitter "B" and in addition possess considerable skill and experience. Size metal objects and components at 0.002 inches accuracy or as specified in drawing by marking, sawing, chipping, filing, scrapping, drilling, etc.	A	
			Executes erection, repairs, overhauls of intricate machinery like High Horse Power gear boxes, compressors etc., also handles jobs where precision alignment is required like alignment of kilns, Mills etc.		
			Does all other work incidental to the above.		
27. (a)	Machine Tool Operator "C" (Skilled, lower)	Turner, Machinist, Driller, Grinder, Plaining/ Shaping/ Slotting/Milling/ Sawing Man	Operates machine tools for turning, screw cutting, drilling, shaping, planing etc., by judicious selection of cutting tools, cutting oil, cutting speeds and depth of cut for optimum performance; grinds properly the cutting tools required for machining; has knowledge of various machine tools their parts and their ancillaries. Is conversant with the various measuring devices like Calipers Micrometers, etc; is able to work to simple sketches and all other work incidental to the above including proper maintenance.	C	
	(b) Machine Tool Operator "B" (Skilled, Upper)		As for Machine Tool Operator "C" above. However, accuracy in the jobs undertaken should be $\pm .005$ inch and in addition is able to make dimensioned sketches of the different types of jobs; is able to do borrowing jobs and any other work incidental to the above.	B	
	(c) Machine Tool Operator "A" (Skilled, highly)		As for Machine Tool Operator "B" above. However, accuracy should be as desired and in addition, is able to do milling and gear cutting job; has full knowledge of setting milling machines for various jobs and any other work incidental thereto.	A	
28.	Machinery Attendant.		Looks after running machinery allocated to him for safe optimum performance; starts and stops the machines; regulates the feed to the machine to obtain desired quantity and quality of output; cleans the machine, lubricates, cleans the surrounding area of any spillage; assists in carrying out repairs, overhauls and does maintenance of machines, has basic knowledge of the machinery units and any other work incidental to the above.	D	Machinery Attendant is now in Gr. 'D'. It might be necessary to provide some training within the industry to enable Machinery Attendants to be considered for promotion to Gr. 'C' wherever vacancies occur in Gr. 'C'. We direct such training in new or additional skill shall be provided by the employer to Gr. 'D' workmen with sufficiently long service, who might desire such training.

Sl. No.	Occupational Nomenclature	Alternate Designation	Job description	Grade	Remarks
34	(a) Miller "B" (Skilled, Upper)		Maintains proper feed in the Mills to get optimum output quantity-wise and quality-wise; attends to running and maintenance of Mills and auxiliaries; keeps liaison with laboratory personnel regarding quality matters; attends to minor repairs /break-downs; assists during major repairs; maintains log sheets and any other work incidental to the above.	B	
	(b) Miller "A" (Skilled, highly)		He possesses considerable experience and skill in the operations handled by Miller "B" grade. In addition, he guides in the maintenance and repairs of the machinery and also trains and guides junior persons in the Selection.	A	
	(c) Moulder "C"		Prepares moulds of machinery parts with the aid of pattern and hand tools and pours or directs a flow of molten metal into it to make castings within the desired tolerances (and free from flaws such as blow holes etc.) applicable for simple machinery parts and other intricate parts under guidance; operates and has working knowledge of cylpeb machine and any other work incidental to.	C	
	Moulder "B" (Skilled, Upper)		As for Moulder "C" above and in addition is conversant with various types of moulding and selects materials accordingly, conversant with efficient operation of cupola/oil fired furnace/pit furnace etc. and operates the same and understands working sketches.	B	
	Moulder "A" (Skilled highly)		As for Moulder "B" above and in addition has considerable experience and skill in handling various jobs and makes cores necessary for intricate castings and undertakes any other work incidental to the above.	A	
42.	(a) Quarry Driller (Wagon Drills & Jack Hammer) "C" (Skilled, Lower)		Operates wagon/Jack Hammer drills and bores holes for blasting purposes; assists in the repairs and maintenance of the drills and all other incidental thereto.	C	
	(b) Quarry Driller "B" (Skilled, Upper)		As for quarry Driller "C" above, and in addition, possesses considerable experience and skill in operating and maintaining Drills. Also assists in maintenance of compressor. He also operates blast hole drills like Joy Drills, if used.	B	
	(c) Quarry Driller "A" (Skilled, highly)		As for quarry Driller "B" above and in addition, possesses considerable skill and experience in the operation of blast hole Drills like Joy Drills and does maintenance of Compressors.	A	
51.	(a) Welder "C" (Skilled, Lower)		Cuts metal parts by gas or electrical process; re-conditions the worn out spare parts; is conversant with the use and application of different electrodes and fluxes etc. used for different types of jobs and the operation of welding machines; has knowledge of the strength of various welding joints and is also able to make	C	

Sl. No.	Occupation Nomenclature	Alternate Designation	Job description	Grade	Remarks
			judicious choice in a particular situation; welds mild steel pieces in horizontal, vertical and overhead positions and any other work incidental to the above.		
(b)	Welder "B" (Skilled, Upper)		Possesses experience and skill in attending to jobs as for Welder "C" and in addition, welds cast iron and non-ferrous metals, understands working sketches.	B	
(c)	Welder "A" (Skilled, highly)		Possesses experience and skill in attend to jobs as for Welder "B" and in addition does special welding jobs like Kfin and Mill shell welding. In case of boiler tubes and auxiliaries of boiler carries out welding to meet the statutory requirements; re-conditions spares requiring great dimensional accuracy and all other work incidental to the above.	A	

NOT :—The foot note at page 8 of this Annexure relating to Staff Category and at Page 10 (Annexure XA) of this Annexure relating to Workmen category will apply to all categories appropriately. In addition promotions to the next higher category will be guided by the existing promotion policies and against existence of vacancies in the higher grade. In regard to employees seeking promotion from Grade 'A' their cases will be considered against existence of vacancies in Grade V subject to the normal promotion policy.

STATEMENT-II

Annexure X-C

OCCUPATIONAL NOMENCLATURE WITH JOB DESCRIPTIONS AND THEIR CLASSIFICATION INTO GRADES FOR TALLY CHECKERS, CLERICAL, LOWER TECHNICAL AND SUPERVISORY STAFF IN THE CEMENT INDUSTRY

(AGREED)

Sr. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
1.	Tally Checker		Does semi-clerical duties such as weighing materials, checking, loading and unloading of materials and recording them, Records attendance of workers, items issued etc., and does such other work incidental thereto.	T.C.	
2.	Stores Issuer		(1) Is conversant with the identification of the various machinery parts and other articles of different sizes and make. (2) Issues materials as per requisition slips received from various departments and maintains relevant records and does such other work incidental thereto.	T.C.	Where Stores Issuer is not required to maintain relevant records he will be placed in the operative grade 'D'.
3.	Toolskeeper		(1) Conversant with the various tools used in the workshop. (2) Issues and receives tools to/from workmen and maintains records and does such other work incidental thereto.	T.C.	Where Toolskeeper is not required to maintain relevant records he will be placed in the operative grade 'D'.
4.	(a) Dresser "I"		Bandages and treats wounds of patients as directed by the Medical Officer and does all work incidental thereto.	I	
	(b) Dresser "II"		He possesses considerable proficiency and experience of bandaging and treating wounds of patients.	II	
5.	(a) Midwife "I"		Renders ante-natal care to expectant mothers, conducts normal delivery cases and renders post-natal care, carries out nursing duties, assists Doctor in labour room and does all work incidental to the above. Pays domiciliary visits if necessary.		Must possess Midwife training certificate or any equivalent certificate.

Sl. No.	Occupational Nomenclature	Alternate Designation	Job description	Grade	Remarks
(b) Midwife "II"			Possesses considerable experience and proficiency in the discharge of the duties of Midwife	II	Must possess Midwife training certificate or any equivalent certificate
6. Clerk-I		General Clerk Receipt/Despatch Clerk Stationery Clerk, Sheet Writing Clerk, Gate Clerk	Performs one or more simple clerical tasks such as filing, despatching dak, copying and comparison work etc., and such other work incidental thereto,		
7. Clerk-II, III & IV		General Clerk, Leave Clerk, Typist-cum-Clerk, Stores Clerk, ESI, Clerk/PF Clerk, Payment Clerk, Accounts Clerk, P.f. Clerk, plant Registration Clerk	Attends to one or more of the following jobs: Preparation of purchase orders, forwarding notes for despatch of goods unloading report for receipt of goods; Routine correspondence, compilation of data for various reports; maintaining leave records, Preparation of insurance claims, Inspection report of purchased materials, wages/salary bill and P.F./FPS/EDLI/ Does E.S.I. work, preparation of statutory returns, disburses wages/payments; Maintenance of various ledgers, plant registers and verification of assets, perpetual inventory work, Assists Clerks of higher grades/Supervisors in various jobs assigned from time to time and disposal of important matters and such other work incidental thereto, May do typing work also.	II, III & IV	Promotion to Grades III and IV will depend on length of service, efficiency, quality of work etc. Clerks attending mainly to work relating to preparation of wages/salary bill, P.F./F.P.S./E.D.L.I., E.S.I. disbursement of wages/payment will be placed in Grade IV.
8. Senior Clerk/Assistant-V & VI		Incharge Cement Despatch, Insurance Clerk, Excise Clerk	Attends to one or more of the following jobs: Verification of bills, scrutiny of railway receipts loding railway claims/insurance claims; land matters, liaison with outside agencies and parties; works insurance, Sales Tax, Excise duty work and connected jobs; Provident Fund/F.P.S./E.D.L.I. work. E.S.I. Independently prepares notes, drafts memos and summaries quoting precedents, rules, references etc. In charge of cement despatch, attends to other accounting work etc. and such other work incidental thereto.	V & VI	Promotion to Grade VI will depend on length of service, efficiency, quality of work etc.
9. Tester-cum-Gauger		Tester/Gauger	(1) Is in overall control of the process parameters based on the results of hourly testing of raw materials, semi-finished and finished product. (2) Carries out analysis of slurry, coal, clinker, cement etc, and takes immediate corrective action wherever necessary. (3) Supervises the work of testing/Laboratory Boys. (4) Does preparation/supervision of daily, Weekly, monthly and quarterly samples of cement pertaining to grinding and packing for tests. (5) Tests clinker and cement samples for complete physical tests as per I.S.I. specifications and maintains data.	IV & V	Promotion to Grade V will depend on length of service, efficiency, quality of work etc.

Sl. No.	Occupational Nomenclature	Alternate Designation	Job description	Grade	Remarks
			(6) Helps Laboratory Assistant/Supervisors in carrying out compressive strengths testing/ other determination.		
			(7) Maintains gauging room conditions within the permissible limits by recording temperature, humidity reading etc.		
			(8) Keeps Physical section appliances Clean tidy, and in perfect working order.		
			(9) Maintains continuous liaison with the Plant Operators.		
			(10) Helps Laboratory Assistant/Supervisors in day-to-day laboratory work.		
			(11) Does such other work incidental to the above.		
10.	Typist/Teleprinter/ Telex Operator		Doing typing work and any other clerical work as may be assigned. Attends and operates Teleprinter/Telex machines and takes good care of the machines.	II & III	Promotion to Grade III will depend on length of service, efficiency, quality of work etc.
11.	Telephone Operator		Attends to Telephone Board PBX Exchange etc. May also be required to attend to clerical duties and such other work as may be assigned.	I & II	Promotion to Grade II will depend on length of service, efficiency, quality of work etc.
12.	Time Keeper		Working under the supervision of the Chief Time-keeper and as Incharge of the Time Office in his shift and responsible for making attendance, preparation of wage bills, maintains records for the coming and outgoing vehicles of materials and doing work incidental to the above duties.	II & III	Promotion to Grade III will depend on length of service, efficiency, quality of work etc.
13.	Senior Time Keeper		Same as Time Keeper above and in addition supervises and guides related work of juniors. Officiates for Chief Time Keeper in his absence.	V	
14.	Pr. Trainer Teacher.	Draft Teacher, Physical training Instructor, Language Teacher.	Teaches the prescribed subjects of primary school level, allots and corrects home work conducts, tests and examination and prepares examinations results. Maintains school registers, record of attendance etc. Conducts extra-curricular activities such as excursions/cultural activities/scouting/ physical training/sports and games. Does such other work as may be assigned.	II & III	The incumbent must hold necessary qualification prescribed by the Education Authorities. Promotion to Grade III will depend on length of service, efficiency, quality of work etc.
15.	Tracer		(1) Makes tracings of drawings and takes blue prints. (2) Responsible for indexing and safe keeping of all tracings/drawings and journals etc. (3) Does such other work incidental to the above.	I & II	Promotion to Grade II will depend on length of service, efficiency, quality of work etc.

Sr. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
16.	Loading Supervisor (Packing House)	Tally Checker-cum-Loading Supervisor	In addition to the jobs carried out by Tally Checker, carries out the following jobs :— (a) Supervises cement packing and loading operation for maximising cement despatches without incurring demurrage. (b) Liaises with yard staff and local Rail-way staff for proper placement of empties and withdrawal of loaded wagons. (c) Attends to paper work as required. (d) Does such other work incidental to the above.	I & II	Promotion to Grade II will depend on length of service, efficiency, quality of work etc.
17.	Pharmacist	Compounder	Dispenses medicines as prescribed by Physician. Stores and arranges drugs, prepares mixtures, powders, ointments, liniments etc. as prescribed and gives instructions regarding dosage and use of medicines. Keeps medical stores and maintains account of medical supplies etc. and daily record of prescriptions dispensed. Gives injections, dresses wounds and gives enemas. Renders first-aid in emergency. Attends to hospital duties. Does such other work incidental to the above.	IV & V	Must be Registered Pharmacist or must hold Compounder's Certificate approved by the Government. Promotion to Grade V will depend on length of service, efficiency, quality of work etc.
18.	Secondary Trained Teacher.		Teachers prescribed subjects of secondary school level, allots and corrects home work, conducts tests and examinations and prepares examination results. Maintains school registers, record of attendance etc. Conducts extra-curricular activities such as excursions/cultural activities/scouting/physical training/sports and attends to such other duties as may be assigned.	IV & V	Must hold necessary qualification prescribed by the Education Authorities. Promotion to Grade V will depend on length of service, efficiency, quality of work etc.
19.	Mining Mate		He is responsible for the safety and smooth working of his section and works under guidance of a Mine Foreman. Attends to all statutory duties and such other duties as may be assigned from time to time.	IV	Must hold statutory Mining Mate's Certificate of Competency and should know the local Dialect.
20.	Sanitary Inspector		Supervises and controls work of sanitary staff and looks after sanitation, control of epidemic malaria etc. and does such other work as may be assigned.	III & IV	Must possess the Sanitary Inspector's Certificate. Promotion to Grade IV will depend on length of service, efficiency, quality of work etc.
21.	Trained Teacher (Graduate)		Same as Secondary trained teacher. Assists Head-Master in administration and execution of educational programmes of schools and attends to extra-curricular activities such as excursions/cultural activities/scouting/physical training/sports and games. Attends to such other work as may be assigned.	V & VI	Must hold B.Ed. Certificate or its equivalent qualification. Promotion to Grade VI will depend on length of service, efficiency, quality of work etc.
22.	Shift Incharge/Packing House.		Is in charge of Packing House shift and his main duty is to supervise the work of workmen in the Packing House. Plans the job, guides the workers, maintains records as required and does such other work as may be assigned.	V & VI	Promotion to grade VI will depend on length of service, efficiency, quality of work etc.

Sr. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
23.	Chargehand (for a particular trade or department)	Head, Fitter, Head Carpenter, Mason Mistry, Khalasi, Sarang, Head Welder	Is in charge of a group of workers, plans the jobs, guides and supervises the workers in the group, personally handles intricate jobs, maintains records as required and does such other work as may be assigned.	V	
24.	Yard Supervisor		Maintains records of incoming and outgoing wagons, instructs the loco and yard staff for proper placement and withdrawal of wagons (both empty and loaded) in Crusher, Coal and Quarry yards, ensures that there is no demurrage on account of shunting of wagons, supervises the yard staff and liaises with local Railways, Stores, Laboratory, Packing House and Civil Engineering staff and does such other work incidental thereto.	III & IV	Promotion to Grade IV will depend on length of service, efficiency, quality of work etc.
25.	Blasting Supervisor		Should be specifically appointed by the Mines Manager to supervise blasting operations. (Should have adequate experience for this purpose). He is responsible for the safety of men and material while blasting operations are in progress. He is responsible for the safe handling of explosives and is accountable for the explosives in the magazine etc. issue and return of explosives, etc. He also does such other work incidental or connected with the above.	V	Must possess Foreman's Certificate of Competency under Mines Act/Regulations.
26.	Laboratory Asstt.		Carries out Chemical Analysis of raw materials and semi-finished products and records the same in registers analyses cement samples for control parameters; checks/control dally slurry/raw meal samples for moisture, titration, fineness etc; does analysis of clinker with respect to litre wt., rapid lime, free lime etc; does analysis of coal received as well as used; does preparation of standard laboratory solution; does general supervision of testers and gaugers; maintains routine laboratory records and arranges for regular supply of routine stores items; maintains data in compliance with various Excise regulations; takes cement silo measurements as and when required; renders assistance to Assistant Chemist and other superiors in laboratory work and attends to such other work as may be assigned.	VI & VII	Promotion to Grade VII will depend on length of service efficiency, quality of work etc.
27.	Lab. Technician in Hospital.		Conducts tests of blood, urine, blood sugar, Cholesterol and sputum etc. for medical purposes and for diagnosis of diseases. Keeps required chemicals and solutions readily available and replenishes stock from stores. Maintains laboratory in clean and tidy conditions. Maintains record of all tests performed and stock in laboratory and all other duty incidental there.	V & VI	Must possess Diploma in Laboratory Technology. Promotion to Grade VI will depend on length of service, efficiency, quality of work etc.

Sr. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
28.	Stenographer		Taking dictation in shorthand and transcribing by typing, filing papers, and maintaining correspondence files. May operate Teleprinter/Telex when required and does such other work as may be assigned.	V & VI	Promotion to Grade VI will depend on length of service, efficiency, quality of work etc. A stenographer working as P.A. to Works Manager/Senior Executive may be placed in Grade VII.
29.	Nurse (Male or Female)		Renders general nursing care to the patients, assists Medical Officers and performs other nursing tasks and community health services in Hospitals/Dispensary and Colony. Renders first-aid, gives injections, attends to dressing work, attends to shift duties in the Hospitals, attends to maternity cases and such other work as may be assigned.	IV & V	Must hold Nursing Certificate or any other equivalent qualifications. Promotion to Grade V will depend on length of service, efficiency, quality of work, etc.
30.	Tariff-in-charge		Receives all railway receipts for inward and out-ward movement of materials and wagons and verifies the same regarding routing, rating, etc. Follows up with Railways for non-delivery of materials, lodges Railway claims and follows up for their settlement and all other works related thereto.	V & VI	Promotion to Grade VI will depend on length of service, efficiency, quality of work, etc.
31.	Canteen Supervisor		Supervises the working of an industrial canteen, is responsible for maintaining proper records of materials received and issued for day to day consumption and preparation of records of sales of food, snacks and beverages; is responsible to ensure proper hygienic conditions in the canteen and proper quality of food of nutritional value etc, in the canteen, Should have knowledge of costing/pricing of various items and should be in touch with the current market prices of the various items in order to supervise the operation of the canteen economically and efficiently, Should assist the canteen managing committee in its deliberations	V	He should preferably have a diploma from a catering institute, Diploma holders may be placed in grade VI and may progress upto grade VII depending on the size of the canteen, length of service, efficiency, quality of work etc.
32.	Statistician		Maintains various statistical records regarding plant operation to aid management control; assists the Plant Industrial Engineers in carrying out IEM Studies and in analysis, meaningful interpretation and presentation of relevant data ; is conversant with SQC Technique and independently designs SQC procedure for different applications, Works out designs for Industrial experimentation/EVOP, Conducts the necessary trial to determine the optimum levels of operation and formulates guidelines for process improvement.	VI & VII	Must be a graduate in Statistics, Promotion to grade VII will depend on length of service, efficiency, quality of work etc.
33.	(a) Burner(I)		Operates one or more Rotary Kilns and is responsible for production of clinker of right quality and quantity by controlling slurry feed, coal feed, draught kiln speed, etc, Attends to minor repairs/breakdowns/maintenance, During major shut down of Kilns, car-		

Sr. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
			ries out supervision of personnel engaged on repairs, Maintains log sheets, Liaises with Laboratory staff regarding quality matters etc. All other works incidental to the above.		
	(b) Burner (II)		As for Burner (I) above and in addition, trains and guides Burners and other personnel in his shift in Kiln & Coal Mills Dept.	VI	
	(c) Shift Incharge-Kiln and Coal Mill Dept.		As for Burner II above and in addition, supervises workmen working in Kiln and Coal Mill Department and handles any problems in burning	VII	
34.	Assistant Foreman.		Supervises a section or a group of workmen and is above the level of Chargehand, Assists Foreman/Departmental Head and does other work which may be assigned.	VI	
35.	Overseer/Permanent Way Inspector.		Supervises Civil Engineering work such as building, roads etc. under the direction of Civil Engineer; supervises installation of railway tracks/repairs ; supervises refractory lining work in Kilns/ boilers etc; undertakes survey work and Kiln alignment; measures the work done by the contractor and verifies his bills; checks physical stocks of raw materials etc; prepares work orders according to approved schedule of rates, assists in preparation of schedule of rates and does any other work which may be assigned,	VI	Those holding Diploma in Civil Engineering will be placed in Grade VII.
36.	Chief Time keeper		In-charge of Time Office for all shifts and supervises the work of Timekeepers. He is responsible for maintenance of attendance registers and all other statutory registers, preparation of wage sheets, statutory returns, leave records etc. and all other work incidental thereto.	VI & VII	Promotion to Grade VII will depend on length of service, efficiency, quality of work etc,
37.	Assistant Accountant	Asst. Accountant (Cost) Asst. Accountant (General)	Responsible for the scrutiny of accounts, bills, receipts and payments, Supervises the work of Accounts clerks, Assists in the preparation of annual accounts and other statements, Calculates production or operational cost; works out cost of material, labour charges, and overhead charges; prepares cost sheet to ascertain the cost per unit; prepares costs and revenue budgets, Attends to such other work as may be assigned.	XI & VII	Promotion to Grade VII will depend on length of service, efficiency quality of work.
38.	Asst. Storekeeper		Assists Chief Storekeeper and carries out his instructions, Attends to issues, receipts, arranging stores in racks and bins, scrutinising perpetual inventory statements and submits the data for Stores Accounting, etc, and attends to such other work as may be assigned.	VI & VII	Promotion to Grade VII will depend on length of service, efficiency, quality of work etc.
39.	Headmaster		Incharge of School and responsible for the administrative work and for executing school's education programme including extra curricular activities, Maintains liaison with Govt, Education Dept, etc, Responsible for meeting all requirements laid down by the Govt, Education Authorities and other statutory requirements, Supervises and guides the teachers in the school, Maintains discipline in the	VII	Must be trained Graduate—B.Ed/B.T. or M.Ed. with 10 year minimum experience as Teacher, Head-masters in charge of Primary/Middle Schools may also be placed in Grade VII.

Sr. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
			schools, In addition, teaches classes in or more subjects and attends to such other work which may be assigned.		
40.	Cashier		Draws cash from bank as well as receives cash from other parties and makes payments by cash and cheques. Prepares vouchers for payments and receipts for amounts received, Prepares reconciliation statements with Bank Statement, Also prepares forecast of cash requirements every month, Keeps custody of financial documents, Maintains cash books and other records incidental thereto,	VI & VII	Promotion to Grade VII will depend on length of service, efficiency, quality of work etc.
41.	Draughtsman		Draws up and elaborates plans, elevations and sectional views of civil and mechanical engineering parts, Has knowledge of steps in the design of gears etc, Inspects material received in Stores as per drawings, Inspects and maintains a record of chain system and bricklining in kilns etc, and attends to such other work as may be assigned,	VI & VII	Promotion to Grade VII will depend on length of service, efficiency, quality of work, etc,
42.	Head Clerk/Asst. Office Superintendent		Looks after land matters, renewal of lease, licences, etc, and maintenance of records of ownership, lease/licences etc, Maintains liaison with Authorities such as Panchayats, Dist. Authorities etc, Assists supervisors in staff and establishment matters, public relations etc, Also performs such other does as may be assigned from time to time,	VII	
43.	Surveyor of Mines		Responsible for the preparation of Mines Survey Plans as required by statutory provisions,	VII	Must be holding Surveyor's Certificate of Competence,
44.	Foreman (Mines) at Quarry only,		Responsible for the safety of men and materials under his charge and does such other duties as assigned by the Mines Manager or Asst. Mines Manager, The Duty will cover supervision of blasting operations whenever authorised by the Mines Manager,	VII	Must be holding Foreman's Certificate of Competence,
45.	Foreman	Workshop Foreman, Shift Foreman, Mechanical Foreman, Packing House Foreman, General Foreman.	Responsible for the proper conduct of work (both quality and quantity) and planning and execution of maintenance of all machineries in his charge in his department for optimum performance, Also responsible for effective supervision of workers under his charge, responsible for safety, cost etc. Also performs such other duties as may be assigned,	VII	

NOTE:—

The above list of occupational nomenclature, with job descriptions, and classifications into different grades, is subject to the following footnote:—

- We consider it necessary to stress that the duties briefly described constitute only the principal duties and are not exhaustive of the functions and the responsibilities of the employees. Depending on variety and type of equipment used and varying nature of processes in vogue, job descriptions may vary. An employee may be attending to work of two or more categories in which event, the appropriate grade in which he should be placed is left to the individual units which should take a decision in consultation with the Union in that unit.
- Such of the employees who presently figure in the higher grades than what are provided for, will continue to remain in the higher grades and will not be adversely affected by our classification. However, new entrants should be taken in the appropriate grade as indicated by us.

- (c) At present there are designations, like Asstt. Fitter, Asstt. Welder, Asstt. Blacksmith, Asstt. Khalasi etc. which figure in 'D' Grade. Since these designations stand abolished, if the nature of work of such employees conform to the job description of the skilled lower category in 'C' grade or other appropriate grade, they may be placed in the appropriate grade accordingly. If not, they should continue in their existing grade, until such time they acquire the required skill.
- (d) There may be some designations, which may not be covered by the above nomenclature and job description. We could recommend that these designations should be placed in the appropriate grade, bearing in mind the nature of duties performed by them and the responsibilities attached to their jobs in consultation with the local Union.
- (e) There may be cases where a workman may be handling the work of more than one designation under multi trade concept or for other reasons. Such workman can be given combined and appropriate designations and grades by the concerned in consultation with the local Union.
- (f) The matter regarding fixing up of Academic/Technical qualifications for all the designations, in case of fresh recruits is left to the individual Units to decide.
- (g) Workmen are interchangeable from one Department to another including quarry.

Annexure XI

BEFORE THE ARBITRATION BOARD OF SARVASHRI G. RAMANUJAM AND R.P. NEVATIA

In the matter of Arbitration Agreement dated 4th December 1981

AND

In the matter of Arbitration Under Section 10A of the I.D. Act,

BETWEEN

The Cement Manufacturers' Association, Bombay

AND

The Indian National Cement and Allied Workers' Federation, Bombay.

MAY IT PLEASE THE HONOURABLE ARBITRATORS

The Cement Manufacturers' Association and the Indian National Cement and Allied Workers' Federation beg to state as follows:

The parties agree that the Award of the Board of Arbitration in the present arbitration proceedings shall come into effect from 1st January 1982 and remain in force till 30th June 1986.

For and on behalf of
THE INDIAN NATIONAL CEMENT
AND ALLIED WORKERS' FEDERATION

Sd.,
(H.N. TRIVEDI)
PRESIDENT

For and on behalf of
THE CEMENT MANUFACTURERS
ASSOCIATION

Sd/-
(P.V. GUNISHASTRI)
CHIEF EXECUTIVE OFFICER
Received on 19th May 1983.

Dated :

Bombay, 19th May 1983.

Sd/-
(R.P. Nevatia)
Sd-
(G. RAMANUJAM)

Annexure XII

Bombay, July 11, 1983

The Board of Arbitration had assigned the following additional task to the Nomenclature Committee which after deliberation has unanimously agreed to as follows :

Additional categories of workmen to be covered for payment of Heat Allowance

Additional categories	Allowance as % of basic wage/salary in terms of present percentage
(i) Drivers working on steam loco	2½%
(ii) Firemen working on steam loco	5%
(iii) Attendants/Millers working on hot air furnances for Coal Mills	5%
(iv) Workmen of Foundry doing the work of pouring of molten metal only on heat days. 5% payable on heat days.	

NOTE—At any Works there are locations where the workmen are exposed to excessive heat at certain places which are not covered the question of giving Heat Allowance to such workmen can be decided at the Plant level in consultation with the local Union.

Annexure XIII

Bombay,

July 11, 1983

The Board of Arbitration has assigned the following additional task to the Nomenclature Committee which after deliberations has unanimously agreed to as follows:

Additional categories of workmen to be covered in respect of Demand No. 11 relating to Dust Allowance

- (i) Workmen employed in overhead crane gantry
 - (ii) Workmen employed in limestone crusher
 - (iii) Mobile Attendants/Operators and Millers in Cement Mill Department where fly ash is directly added to Cement with pers.
- At any Works there are locations where the workmen are exposed to excessive dust the question of covering them under and can be decided at the Plant level in consultation with the local Union.

Annexure XIV

Bombay,

July 11, 1983

The Board of Arbitration had assigned the following additional task to the Nomenclature Committee which after deliberations has unanimously agreed to as follows:

Additional categories of workmen to be covered for payment of Heavy Vehicle Allowance for operating heavy vehicles.

- (i) Overhead Crane Drivers and Operators operating mobile crane having a lifting capacity of 15 tonnes and above.
- (ii) Drivers operating trucks and buses having a seating capacity of 35 and above.